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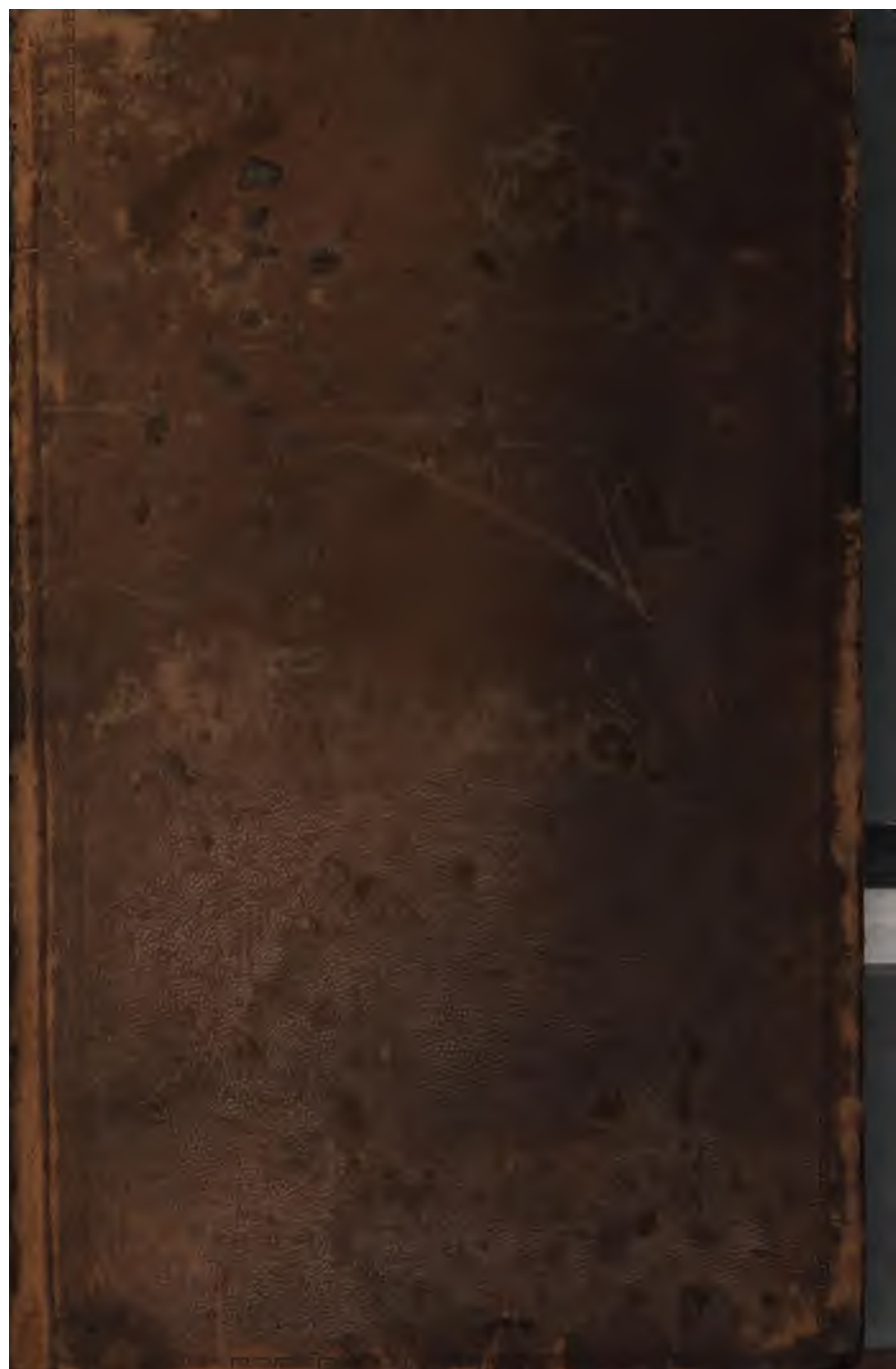
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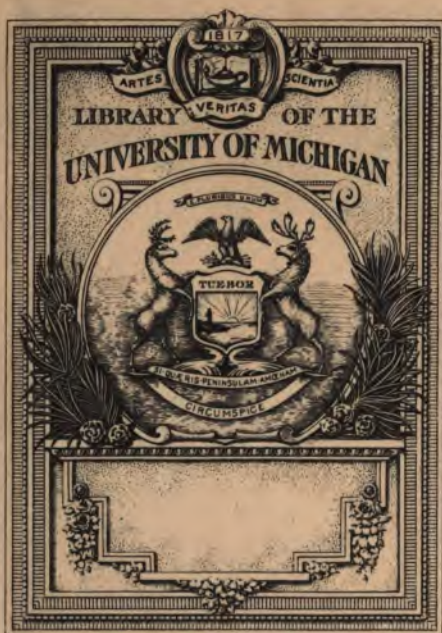
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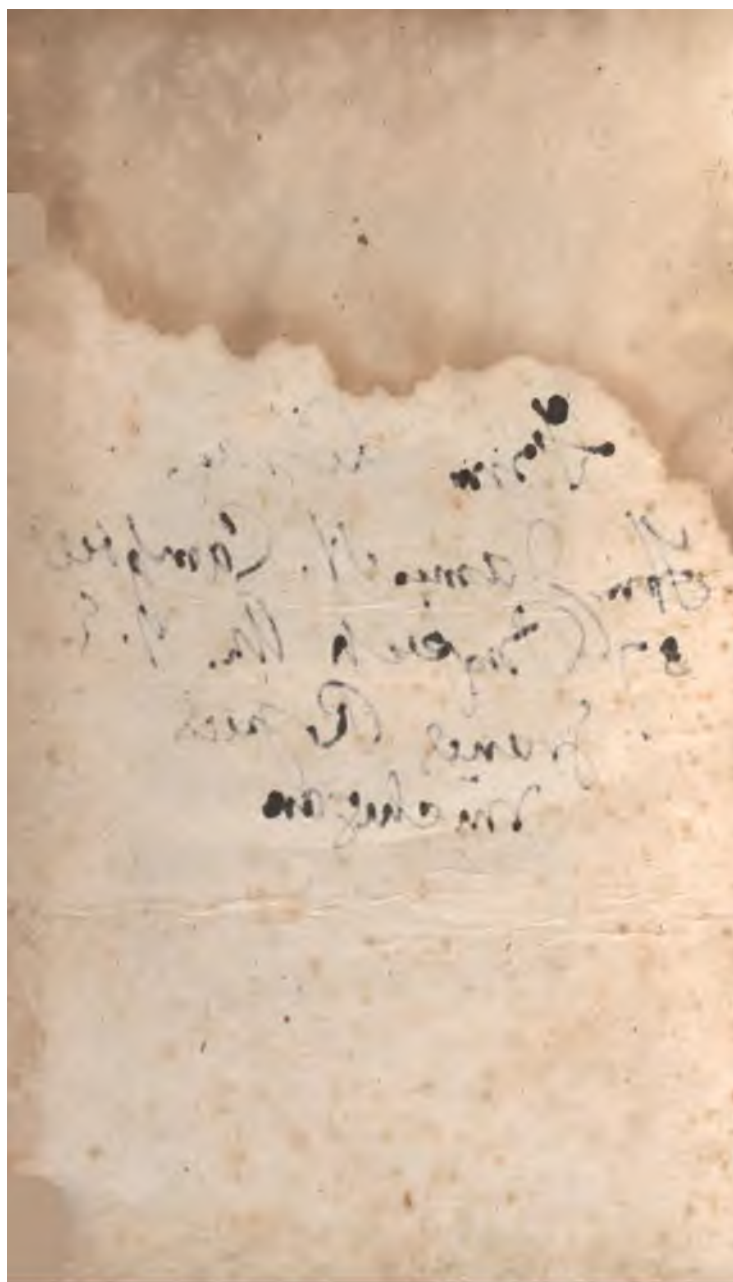
John Libby

4/ John James H. Campbell

87 Cooper St. N. Y. C.

James Rogers

Michigan



11



THE
FORM BOOK:

CONTAINING NEARLY

THREE HUNDRED OF THE MOST APPROVED

PRECEDENTS

*For Conveyancing, Arbitration, Bills of Exchange, Promissory
Notes, Receipts for Money, Letters of Attorney, Bonds,
Copartnerships, Leases, Petitions, and Wills;*

BESIDES MANY OTHER SUBJECTS REFERRED TO IN

THE INDEX.

BY A MEMBER OF THE PHILADELPHIA BAR.

Philadelphia:

TOWAR, J. & D. M. HOGAN:—PITTSBURGH, HOGAN & Co

STEREOTYPED BY L. JOHNSON.

1830.

Eastern District of Pennsylvania, to wit :

BE IT REMEMBERED, That on the tenth day of August, in the fifty-fourth year of the Independence of the United States of America, A. D. 1830, TOWAR & HOGAN, of the said District, have deposited in this office the title of a book, the right whereof they claim as proprietors, in the words following, to wit :—

"The Form Book: containing nearly three hundred of the most approved Precedents for Conveyancing, Arbitration, Bills of Exchange, Promissory Notes, Receipts for Money, Letters of Attorney, Bonds, Copartnerships, Leases, Petitions, and Wills; besides many other subjects referred to in the Index. By a Member of the Philadelphia Bar."

In conformity to the Act of the Congress of the United States, entitled, "An Act for the Encouragement of Learning, by securing the Copies of Maps, Charts, and Books, to the Authors and Proprietors of such Copies, during the times therein mentioned"—and also to the Act, entitled, "An Act supplementary to an Act entitled, "An Act for the Encouragement of Learning, by securing the Copies of Maps, Charts, and Books, to the Authors and Proprietors of such Copies during the times therein mentioned," and extending the benefits thereof to the arts of designing, engraving, and etching historical and other prints."

D. CALDWELL,

Clerk of the Eastern District of Pennsylvania.

Request
 Wm. James Huntley Campbell
 3-5-1932

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THE FORM BOOK.



ACKNOWLEDGMENT.

Of a Mortgage.

County of ——— ss.



BE IT REMEMBERED, that on the tenth day of April, A. D. 1829, before me, the subscriber, one of the justices of the peace in and for the county of ——— came the within named Abraham Bond, and acknowledged the within written indenture of mortgage, to be his act and deed, to the end that the same might be recorded* as such according to law. In testimony whereof, I have hereunto set my hand and seal, the day and year aforesaid.

JOHN ROBINSON.



General Form.

County of ——— ss.

BE IT REMEMBERED, that on the tenth day of April, A. D. 1829, before me, William Loughhead, esquire, one of the justices of the peace in and for the

* No deed can be recorded in Pennsylvania, until it has been acknowledged, or (in case the grantor be dead, or cannot appear,) proved by the witnesses, on oath or affirmation.

said county, came the above named Adam Bentley, and acknowledged the above written indenture [letter of attorney, release, assignment, &c. as the case may be] to be his act and deed, and desired that the same might be recorded as such, according to law.

In testimony whereof, I have hereunto set my hand and seal, the day and year above written.

WILLIAM LOUGHHEAD.



Of Husband and Wife.

County of ——— ss.

BE IT REMEMBERED, that on the tenth day of April, A. D. 1823, before me, William Loughhead, esquire one of the justices of the peace in and for the said county, came the above named Adam Bentley and Margaret his wife, and acknowledged the above written indenture to be their act and deed, and desired that the same might be recorded as such, according to law. The said Margaret being of full age and by me duly examined separate and apart from her said husband, and the contents thereof being first made known to her, declared that she did voluntarily and of her own free will and accord, seal, and as her act and deed deliver the said indenture, without any coercion or compulsion of her said husband. In testimony whereof, I have hereunto set my hand and seal the day and year above written. W. L.

✂ The above acknowledgment is worded according to the acts of Assembly of Pennsylvania, but it is presumed it is sufficient in any of the States.

For Money Received on a Purchase.

KNOW ALL MEN, by these presents, that I, James Smith, of the city of Charleston, S. C. do hereby acknowledge, on the day of the date hereof, to have received from John Andrews of the said city, the sum of five hundred dollars lawful money of the United States, being the last payment and in full of four thousand dollars, by him paid, as the consideration of the purchase of a certain plantation and tract of land, situated in the parish of ——— in the county of ——— by me, the said James Smith, sold and conveyed to the said John Andrews. And of the said whole sum of four thousand dollars, and of every part and parcel thereof, I the said James Smith do by these presents, for me, my heirs, executors, and administrators, acquit and discharge the said John Andrews, his heirs, executors, and administrators, for ever. IN WITNESS, &c.

JAMES SMITH.

*Witness**Short Form.*

Received, Charleston, S. C. May, 1st, A. D. 1829, from John Andrews, the sum of five hundred dollars, being the last payment and in full of the sum of four thousand dollars, the consideration money of a certain plantation and tract of land, situated in the parish of ——— and county of ——— sold by me to the said John Andrews, as per articles of bargain and sale dated the first day of January in the present year.

\$500 00

B

JAMES SMITH

ADMINISTRATORS' ACCOUNT

The Account of James Logan and Charles Harrison, Administrators of all and singular the goods and chattels, rights and credits, which were of Amos Williams, late of Hamilton Village, county of Philadelphia, Merchant, deceased.

	Dr.		Cr.	
	Dolla.	Cts.	Dolla.	Cts.
1838. The said accountants charge themselves with all and singular the goods and chattels, rights and credits, which were of the said deceased, agreeably to an inventory thereof, filed in the register's office at Philadelphia, amounting to -	8325	50	The said accountants crave allowance for the following disbursements, made out of the estate aforesaid, viz.:	
May 1. To dividend received on bridge stock, -	65	00	By Cash paid register for letters of administration, - - - - -	2
To rent from James Small, - - - - -	50	00	Funeral expenses, as per receipt, -	62
			Medicine, as per ditto, - - - - -	72
			Servants' wages, as per ditto, - - -	50
			Decrease in the sale of goods, - - -	8
			Paid for stating this account, - - -	25
			Paid register for examining and passing this account, &c. - - - - -	32
			Paid clerk of Orphans' court, - - -	13
			* Administrators' charge for settling the estate, - - - - -	215
			Balance in favour of the estate, - -	5
				00
				00
				00
				01
	8440	50		50

Dated at Hamilton Village, this first day of June, 1839.

JAMES LOGAN,
CHARLES HARRISON.

* By the common law, neither executors nor administrators are entitled to receive any compensation for their trouble: but, by the custom in the several States, they are allowed a reasonable sum; generally about five per cent. on all sales and collections of money.

EXECUTORS' ACCOUNT.

The Account of Daniel Williamson and Israel Jacobs, executors of the last will and testament of Josiah Williamson, of the city of Philadelphia, Stone-Cutter, deceased.

1828.	Dr.	Dolla.	Cts.	1828.	Cr.	Dolla.	Cts.
1828.	The said accountants charge themselves with all and singular the goods and chattels, rights and credits, which were of the said deceased, agreeably to an inventory thereof, filed in the register's office at Philadelphia, amounting to -	3580	24		The said accountants crave allowance for the following disbursements, made out of the estate aforesaid, viz.:	4	23
March 30.	To an increase on the sale of goods, -	23	25		By cash paid register for probate of will, &c.	52	00
31.	To one half year's dividend on stock of the U. S. Bank, -	143	00		Paid A. B. per receipt, -	12	50
	To one quarter's interest received from James Strong, due on his bond, the first instant, -	50	00		Paid C. D. per do. -	42	12
					Paid E. F. per do. -		
					By Amount of goods bequeathed to the widow, and charged in the inventory, amounting to -	254	10
					Paid for stating this account, -	3	00
					Paid register for examining and passing this account, -	6	00
					Paid clerk of Orphans' court, -	1	00
					Accountants' charge for settling the estate, -	100	00
					Balance in favour of the estate, -	3861	54
		3736	49			3736	49

May 1st, 1829.

DANIEL WILLIAMSON,
ISRAEL JACOBS.

AFFIDAVIT.

*Oath of Voir dire.**

“You do swear, that you will true answers make to all such questions as shall be asked you by the court, touching the matter now before them. So help you God.”

Form of an Oath by lifting up the right Hand.

“You do swear by Almighty God, the searcher of all hearts, that you will ———, and that as you shall answer to God at the great day.”

Form of Affirmation.

“You do solemnly, sincerely, and truly, declare and affirm, that ———.”

✂ According to the laws of Pennsylvania, only such as “conscientiously refuse to take an oath,” can be admitted to affirm.

Oath of an Inspector of the General Election, in Pennsylvania.

“I, A. B. do swear, [*or, solemnly, sincerely, and truly, declare and affirm,*] that I will duly attend at the ensuing election, during the continuance thereof, as an inspector, and that I will not receive any ticket

* Where it is prayed, upon a trial at law, that a witness may be sworn whether he shall gain or lose by the matter in controversy, this is called a VOIR DIRE; and if it appears that the witness is disinterested, his testimony is allowed; otherwise not. 3 Black. 332.

or vote from any person or persons, other than those I shall firmly believe are, according to the provisions of the act, entitled 'An act to regulate the general elections within this commonwealth,' entitled to vote at the said election, without requiring such evidence of their right to vote as is directed to be given by the said act; nor will I vexatiously delay or refuse to receive any vote from any person I shall believe is entitled to vote as aforesaid, but will in all things truly, impartially, and faithfully, perform my duty therein, to the best of my judgment and abilities."

Oath of a Judge of the General Election.

"I, C. D. do swear, [*or, solemnly, sincerely, and truly, declare and affirm*] that I will, as one of the judges, duly attend the ensuing election, during the continuance thereof, and faithfully assist the other judges and inspectors in carrying on the same; that I will not give my consent that any vote or ticket shall be received from any person or persons, other than those I shall firmly believe are, according to the provisions of the act, entitled 'An act to regulate the general elections within this commonwealth,' entitled to vote at the said election, without requiring such evidence of their right to vote as is directed to be given by the said act: and that I will use my best endeavours to prevent any fraud, deceit, or abuse, in carrying on the same, by citizens qualified to vote, or others; and that I will make a true and perfect return of the said election, and in all things truly, impartially, and faithfully, perform my duty respecting the same, to the best of my judgment and abilities."

Oath of a Clerk of the General Election.

"I, A. B. do swear [or, solemnly, sincerely, and declare, truly and affirm] that I will impartially and truly write down the name of each elector, who shall vote at the ensuing election, which shall be given me in charge, and also the name of the town, township, ward, or district, wherein such elector resides; and carefully and truly write down the number of votes that shall be given for each candidate at the election, as often as his name shall be read to me by the judges thereof, and in all things truly and faithfully perform my duty respecting the same, to the best of my judgment and abilities."

ARTICLES OF AGREEMENT.

For the Sale of Land.

[1.]

ARTICLES OF AGREEMENT, made and concluded the first day of July, in the year of our Lord, one thousand eight hundred and twenty-eight, between A. B. of — in Hartford County, and state of Maryland, hatter, of the one part, and C. D. of the same place merchant, of the other part, as follows, to wit.

[2.]

The said A. B. for the consideration herein after mentioned, doth, for himself, his heirs, executors, and administrators, covenant, promise, grant, and agree,

to and with the said C. D. his heirs and assigns, by these presents, that he, the said A. B. shall and will, on or before the tenth day of May next ensuing the date hereof, at the proper cost and charges of the said A. B. his heirs and assigns, by good and lawful deed or deeds, well and sufficiently grant, convey, and assure, unto the said C. D. his heirs and assigns, in fee simple, clear of all incumbrances, all that mesuage, &c. [Here describe the property.]

[3.]

In consideration whereof, the said C. D. for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said A. B. his heirs and assigns, by these presents, that he, the said C. D. his heirs, executors, and administrators, or some of them, shall and will on the execution and delivery of the said deed as aforesaid, well and truly pay, or cause to be paid, unto the said A. B. his executors, administrators, or assigns, the sum of two thousand dollars, in manner following, to wit: one thousand dollars, part thereof, on the delivery of the deed for the premises, as aforesaid, and the residue thereof, in two equal yearly payments thereafter, all without interest, for which the said C. D. shall give to the aforesaid A. B. bonds with sufficient security for the payment of the same, if required. And upon his, the said C. D. executing and delivering the bonds aforesaid, the said A. B. shall give unto the said C. D. possession of the premises.

[4.]

And for the true performance of all and every the covenants and agreements aforesaid, each of the said

parties bindeth himself, his heirs, executors, and administrators, unto the other, his executors, administrators, and assigns, in the penal sum of four thousand dollars, lawful money of the United States, firmly by these presents. In witness whereof, the said parties to these presents, have hereunto set their hands and seals. Dated the day and year first above written.

Sealed and delivered }
in the presence of us, }

For Building a House.

[5.]

ARTICLES OF AGREEMENT, &c. [as in No. 1.] The said D. E. for the considerations herein after mentioned, doth for himself, his executors, and administrators, covenant, promise, and agree, to and with the said B. C. his executors, administrators, and assigns, that he the said D. E. shall and will within the space of nine months from the date hereof, in good and workman-like manner, and according to the best of his art and skill, well and substantially erect, build, set up, and finish, one house or messuage, at, &c. of the dimensions following, viz. &c. and compose the same with such stone or brick, timber, and other materials, as the said B. C. or his assigns, shall find and provide for the same. In consideration whereof, the said B. C. doth for himself, his executors, and administrators, covenant and promise to and with the said D. E. his executors, administrators, and assigns, well and truly to pay, or cause to be paid, unto the said D. E. his executors, administrators, and assigns, the sum of one thousand dollars, in

manner following, to wit: five hundred dollars, part thereof, at the beginning of the said work, two hundred dollars more thereof, on the first day of June next ensuing, and the remaining three hundred dollars, in full for the said work, when the same shall be completely finished: And also, that he, the said B. C. his executors, administrators, or assigns, shall and will, at his and their own proper expense, find and provide all the stone, brick, shingles, timber, and other materials, necessary for making and building the said house. [Conclude with No. 4.]

With a Clerk.

[6.]

IT IS AGREED, this first day of September, in the year of our Lord, one thousand eight hundred and twenty-nine, between Amos Biddle and Caleb Daniel, both of the city of Boston, and state of Massachusetts, in manner following, to wit: The said Caleb covenants and agrees faithfully, truly, and diligently to write for and act as the clerk of him the said Amos Biddle, from the day of the date hereof, for and during the space of one year, if so long both parties live, without absenting himself from the same; during which time, he the said Caleb, will resort to the office of the said Amos and there attend; and do and perform the clerkship aforesaid, without revealing any of the secrets of the said Amos, his occupation, or business. In consideration of which service, so to be performed, he the said Amos, covenants and agrees to allow and pay to the said Caleb, the sum of five hundred dollars, by four equal quarterly payments,

or oftener if required: Provided nevertheless, that when and as often as the said Amos Biddle hath not writing sufficient to keep the said Caleb Daniel fully employed, then and so often, during such time, it shall be lawful for the said Caleb to do any other business for his own use, and on his own account; but if it should happen that the said Caleb fall sick, or shall be absent from the office of the said Amos, when he has employment for him, then such absent time shall be deducted, allowed for, and made up, to the said Amos. [Conclude with No. 4.]

With a Manager.

[7.]

ARTICLES OF AGREEMENT, &c. [as in No. 1.] The said Cyrus Drew, for the consideration herein after mentioned, doth covenant and agree, well, truly, and faithfully, to serve the said Abner Bates, his heirs and assigns, as his book-keeper, overseer, and manager, at his furnace known by the name of Colebrook Furnace, wherein he is skilled, from the first day of May now next ensuing, for and during the term of one year thence next and ensuing, and fully to be completed and ended: during which term, he the said Cyrus shall and will be ready, at all times, to render just and true accounts unto the said Abner, of all work, matters, and things, to be done or performed at the furnace aforesaid; and shall not nor will, at any time during the said term, wilfully neglect or depart from the said service or employment, nor do or cause, or willingly suffer to be done, any act or thing whatsoever to the injury of the said Abner, his heirs

or assigns, in his furnace aforesaid; but on the contrary, shall order and direct all workmen, servants, and persons employed in the furnace aforesaid, to do their work, service, and duty, to the utmost of his skill, knowledge, and ability, and for the most profit and advantage of the said owner. And the said Abner Bates, or himself, his heirs, and assigns, doth covenant and agree, to and with the said Cyrus Drew, his executors, administrators, and assigns, by these presents, in manner following, that is to say;—well, truly, and faithfully, to pay unto him the said Cyrus, for his service aforesaid, the just and full sum of nine hundred dollars, over and besides finding and providing for him, the said Cyrus, sufficient meat, drink, washing, and lodging, during the said term, and also shall and will, at his own proper cost and charges, supply the said Cyrus with all things needful and necessary for carrying on the work of the said furnace. [Conclude with No. 4.]

For the Sale of Freehold Estate.

MEMORANDUM, That it is agreed between Abel Adams, of the one part, and Benjamin Blower, of the other part: That the said Abel shall, on or before the first day of December next, make out a good title unto, and by good and sufficient conveyances in law, convey and assure unto the said Benjamin and his heirs, free from all encumbrances whatsoever, ALL that freehold messuage or tenement with the appurtenances, in Second-street in the city of Philadelphia, now or late let for two hundred dollars a year, together with the policies of insurance from fire

of the said premises; and all locks, bolts, bars, cocks, cisterns, and other fixtures* therein, belonging to the said Abel Adams: And that the said Benjamin Blower shall receive the rents of the said premises from the twentieth day of September last: And the said Abel Adams shall pay all arrears of taxes, and the said annuity to the poor, up to that time: In consideration whereof the said Benjamin doth hereby agree to pay to the said Abel the sum of five thousand dollars on executing such conveyances as aforesaid: And it is hereby further agreed between the said parties, that the said Benjamin Blower shall be at the charge of the deeds for conveying to him the said premises; and that all attested copies of title-deeds and covenants to produce the same, shall be at the charge of the said Abel Adams. IN WITNESS whereof, the said Abel Adams and Benjamin Blower have hereunto set their hands and seals, the — day of —

☞ Where the title-deeds cannot be delivered up, some provision should be made as to the expense of the attested copies, and the covenants to produce them, which will otherwise fall upon the vendor; and where the estate is sold in many lots, and the title-deeds are numerous, nearly the whole purchase money may, perhaps, be exhausted. The vendor must at his own expense furnish the purchaser with an abstract of his muniments, and deduce a clear title to the estate: The

* By almost general custom, whatever is strongly affixed to the freehold or inheritance, and cannot be severed from thence without violence or damage, is become a member of the inheritance, and shall thereupon pass to the heir; as chimney-pieces, pumps old fixed or dormant tables, benches, and the like. 2 BL. 432

abstract ought to mention every encumbrance whatever affecting the estate, and should, therefore, contain an account of every judgment by which the estate is affected; but equity considers it complete whenever it appears, that upon certain acts done, the legal and equitable estates will be in the purchaser; which may be long before the title can be completed. The strict rule seems to be, that the vendor must procure the fee to be vested either in himself, or a trustee for him; and that a purchaser is not compellable to bear the expense of a long conveyance, on account of the legal estate having been outstanding for a length of time, or the estate being subject to encumbrances, which are to be paid off. It is not, however, usual to insist upon this, unless the title cannot be perfected without a private act of the legislature; in which case, the expense of obtaining it is always borne by the vendor. Unless there be an express stipulation to the contrary, the expense of the conveyance falls on the purchaser; who must in that case prepare and tender the conveyance. The expense attending the execution of the conveyance, is, however, always borne by the vendor.

If a purchaser cannot obtain the title-deeds, he is, as we have already seen, entitled to attested copies of them at the expense of the vendor, unless there be an express stipulation to the contrary: and although he may not be entitled to the possession of the deeds, yet he has a right to inspect them, and the vendor must produce them for that purpose.

But a purchaser is not entitled to attested copies of instruments on record.

In some cases, however, a purchaser can obtain attested copies even of instruments on record: For a purchaser is entitled to examine the abstract with the original title-deeds, or with attested copies of them: and, therefore, if a vendor has not the instrument itself, and cannot obtain it, he is bound to procure an attested copy of it, to enable the purchaser to ascertain that the abstract is correct; and when it is obtained, the

purchaser is of course entitled to it on the completion of the purchase ; unless indeed the vendor retains other estates held under the same title.

Where a purchaser cannot claim the title-deeds, it is of great importance to him to obtain attested copies of them. But attested copies are not of themselves sufficient security to a purchaser, as they are indeed mere waste-paper against strangers, and cannot be used upon an ejectment, unless, perhaps, as between the parties themselves. Therefore, in order to enable a purchaser effectually to manifest and defend his title and possession, he is also entitled, at the expense of the vendor, to a covenant to produce the deeds themselves, at the expense of the purchaser ; which should in most cases be carried into effect by a separate deed. And where a vendor retains the deed by which the estate he is selling was conveyed to him (which is mostly the case when it relates to other estates,) it seems advisable for the purchaser to require a memorandum of his purchase to be endorsed on such deed.

It may be here remarked, that although a purchaser of part of an estate has taken a covenant for the production of the deeds, yet if they afterwards come into his possession by accident, no person can recover them from him who has not a better right to them than he has.

Supposing a purchaser to be entitled to the custody of the deeds themselves, yet if any of them be lost, and the vendor can deliver over copies which would be admitted as evidence at law, the purchaser will be compelled to take the title.

It frequently happens that a person having a covenant for production of the title-deeds to his estate, sells only part of the estate, and retains his purchase deeds, and the covenant to produce the deeds ; and in such cases it is the practice for the vendor to enter into the usual covenant for production of the title-deeds in his possession, which of course would include the original covenant to produce the deeds. But it seems that Mr. Fearné thought a purchaser was, in cases of

this nature, entitled to require the vendor to covenant for the production of the deeds to such an extent as the covenant in the vendor's possession entitled him to the production thereof, unless he could procure a new covenant for that purpose, from his grantors to the new purchaser; but that such covenant from the vendor should not be enforced, in case he produced the original covenant to produce the deeds, when it should be required to defend the purchaser's title.

It is not unusual to insert a proviso in a deed of covenant to produce title-deeds, for determining the covenant, in case the vendor sell the part of the estate retained by him; and procure the person to whom the estate is sold, and the title-deeds are delivered, to enter into a similar covenant with the first purchaser, for production of the title-deeds.

There are few cases in which judgments should not be searched for on the part of the purchaser; and if there be any reason to suspect the vendor, it is absolutely necessary to search *immediately before* the conveyance is executed, lest any judgments may have been entered up during the treaty. Although if any judgments are entered up after the purchase-money, being an adequate consideration, is actually paid, equity would relieve the purchaser, against the judgments, notwithstanding that they were entered up previously to the execution of the conveyance; the vendor being, in equity, only a trustee for the purchaser, and a judgment being merely a general lien, and not a specific lien on the land: and this equity prevails whether the judgment creditor had or had not notice of the contract.

It seems advisable to ask the vendor, or his attorney, whether there are any encumbrances which do not appear on the abstract; for if he answer in the negative, the search for judgments may be postponed until immediately before the execution of the conveyance; and if there are any judgments, and the purchase cannot be completed on that account, the purchaser

can recover all his expenses from the vendor. But it does not seem perfectly clear, that the purchaser would be entitled to recover the expense of the conveyance, unless he had inquired after, or searched for encumbrances, before it was prepared.

It is usual to search for judgments against a vendor, only from the time he purchased the estate; but this practice is not correct, as judgments bind after purchased lands, and will consequently affect such lands, even in the hands of a purchaser.

Judgments do not, it seems, bind leasehold estates till writs of execution are taken out upon them, and delivered to the sheriff. And yet, upon purchase of a leasehold estate, judgments must be searched for, because the sheriff will not permit his office to be searched, for any writ of execution which may have been delivered there, lest the purposes of the writ should be defeated, by the party against whom it is issued, absconding or removing his goods. Therefore, although the judgment will not of itself bind the leasehold estate, yet the purchaser cannot safely complete his contract, where he discovers a judgment, as he cannot be satisfied that an execution issued upon it, has not been lodged with the sheriff.

It may be useful to observe, that if a purchaser is injured by his attorney neglecting to search for encumbrances, it is clear, that he may recover at law, against the attorney, for any loss occasioned by his negligence. So if the prothonotary, whose duty it is to enter up and docket judgments, neglect to do so, by which a purchaser, who has made the proper searches, sustains any loss, he, the purchaser, has a remedy against the prothonotary, by an action on the case.

As to encumbrances, the encumbrancer must at his own charge acknowledge satisfaction on record, or assign as the case may require.

Purchasers expect to find all these matters easy and clear; and if they are not so, it is incumbent on the sellers to inform them of the truth of the case.

and not to keep them in ignorance. A title to dower is as much an encumbrance as a grant of a rent-charge to a stranger for life, (to the amount of one third of the value of the land) to commence on the seller's death.

As to the costs of searching the records for judgments, &c. if nothing is found but what was before disclosed to the purchaser, then the costs ought to be borne by the purchaser, for the vendor was in no default.

The fees to counsel should be paid by the purchaser. It is the practice, and he should name his counsel himself.

The expense of making the abstract, belongs also to the purchaser: He employs therein his own attorney, who takes such methods to lay a proper exposition of the state of the title before the counsel, as he sees most conducive to the interest of his client.

As to the procuring the title-deeds to be lent, in order to be laid before counsel, the expense of that, if any, must lie on the vendor, whose business it is to show the deeds, and produce every thing that tends to evidence the title.

Conveyances that are accurately drawn, generally contain a grant of all deeds, evidences, and writings, touching the premises, and true copies of all such other deeds, &c. as concern the premises, jointly with any other lands; such copies to be taken at the expense of the purchaser, his heir, and assigns.

For Building a House, &c.

BE IT REMEMBERED, That, on this —— day of —— it is agreed between James Morrison of ——, and Samuel Jones of ——, in manner and form following, to wit: The said Samuel, for the considerations herein after mentioned, doth for himself, his executors, and administrators, covenant, promise, and

agree, to and with the said James, his executors, administrators, and assigns, that he the said Samuel Jones, or his assigns, shall and will within the space of *nine months* next after the date hereof, in good and workman-like manner, and according to the best of his art and skill, at ———, well and substantially erect, build, set up, and finish, one house or messuage according to the draught or scheme hereunto annexed, of the dimensions following, viz.——

And to compose the same with such stone or brick, timber, and other materials, as the said James Morrison or his assigns, shall find and provide for the same: in consideration whereof, the said James, doth for himself, his executors, and administrators, covenant and promise to and with the said Samuel, his executors, administrators, and assigns, well and truly to pay or cause to be paid, unto the said Samuel, his executors, administrators, or assigns, the sum of ——— dollars, in manner following to wit: ——— dollars, part thereof, at the beginning of the said work, ——— dollars more, another part thereof, when the said house shall have been completely roofed, and the remaining ——— dollars in full for the said work, when the same shall be completely finished: And also that he the said James Morrison, his executors, administrators, or assigns, shall and will, at his and their own proper expense, find and provide all the stone, bricks, timber, shingles, and other materials, necessary for making and building the said house. And for the performance of all and every the articles and agreements above mentioned, the said James Morrison and Samuel Jones, do hereby bind themselves, their execu-

tors, administrators, and assigns, each to the other in the penal sum of —, firmly by these presents. In witness &c.

For Sale of an Estate.

ARTICLES OF AGREEMENT, indented, made, concluded, and agreed upon, the tenth day of September, in the year of our Lord one thousand eight hundred and twenty-eight, between Andrew Robinson, of, &c. yeoman, of the one part, and Charles Davidson, of, &c. merchant, of the other part, as follows, to wit:—

The said Andrew Robinson, for the consideration herein after mentioned, doth, for himself, his heirs, executors, and administrators, covenant, promise, grant, and agree, to and with the said Charles Davidson, his heirs and assigns, by these presents, that he the said Andrew, shall and will, on or before the first day of May next ensuing the date hereof, at the proper costs and charges of the said Andrew, his heirs, and assigns, by such deed or deeds of conveyance, as he or they, or his or their counsel learned in the law, shall advise, well and sufficiently grant, convey, and assure, unto the said Charles, his heirs and assigns, in fee simple, clear of all encumbrances, all that, &c.

In consideration whereof, the said Charles Davidson, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said Andrew Robinson, his heirs and assigns, by these presents, that he the said Charles, his heirs, executors, and administrators, or some of them, shall

and will well and truly pay, or cause to be paid, unto the said Andrew, his executors, administrators, or assigns, the sum of fifteen hundred dollars, in manner following, to wit; five hundred dollars, part thereof on the delivery of the deed for the premises; — dollars more thereof, on the first day of May, which will be in the year of our Lord one thousand eight hundred and twenty-nine, &c.

And for the true performance of all and every the covenants and agreements aforesaid, each of the said parties bindeth himself, his heirs, executors, and administrators, unto the other, his executors, administrators, and assigns, in the penal sum of three thousand dollars, firmly by these presents. In witness whereof, the said parties to these presents have hereunto interchangeably set their hands and seals: Dated the day and year first before written.

Another.

ARTICLES OF AGREEMENT, made, concluded, and agreed upon, this fifth day of April, in the year of our Lord one thousand eight hundred and twenty-eight, between Adam Andrews of —, of the one part, and John Bates, of —, of the other part.

First, the said Adam Andrews, in consideration of the sum of two thousand dollars to him in hand paid by the said John Bates, at or before the sealing and delivery of these presents, and of the further sum of two thousand dollars, to be paid as herein after is mentioned, doth hereby for himself, his heirs, executors, and administrators, and every of them, covenant, promise, and agree, to and with the said John,

his heirs, executors, and administrators, and every of them by these presents, that he the said Adam, his heirs, and assigns, (and all and every other person and persons whomsoever, claiming or to claim any right, title, or interest under him or any other person or persons whomsoever, of, in, or to the — and premises hereafter mentioned) shall and will at the proper costs and charges of the said John Bates, his heirs, and assigns, (except fees to counsel) on or before the first day of November next ensuing, by such conveyances, assurances, ways, and means, in the law as he the said John, his heirs, or assigns, or his or their counsel shall reasonably devise, advise, or require, well and sufficiently grant, sell, release, convey, and assure, to the said John, and his heirs, or to whom he or they shall appoint and direct, all that, &c. situated, &c. now in the tenure or occupation of Thomas Marshal, or his assigns, with covenants to be therein contained, that the said premises at the time of such conveyance, are free from all encumbrances* and demands whatsoever, [except, &c.] and all other usual and reasonable covenants. In consideration whereof, the said John Bates, for himself, his heirs, executors, administrators, and assigns, doth hereby covenant, promise, and agree, to and with the

* With the exception of a vendor, or his agent, suppressing an encumbrance, or a defect in the title, it seems clear that a purchaser cannot obtain relief, against a vendor for any encumbrance, or defect in the title, to which his covenants do not extend; and therefore, if a purchaser neglect to have the title investigated, or his counsel overlook any defect in it, he appears to be without a remedy. A purchaser will be entitled to relief, on account of any latent defects in the estate, or the title to the estate, which were not disclosed to him, and of which the vendor, or his agent was aware. *Sugden, 7.*

said Adam Andrews, his heirs, executors, and administrators, by these presents, that he the said John, his heirs, executors, or administrators, or some of them, shall and will well and truly pay, or cause to be paid, unto the said Adam, his heirs, executors, or administrators, the aforesaid sum of two thousand dollars, at the time of executing the said conveyances.

And for the true performance of all and every the covenants and agreements aforesaid, each of the said parties to these presents doth hereby bind himself, his heirs, executors, and assigns, in the penal sum of eight thousand dollars.

In witness whereof, the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

Sealed and delivered, &c.

☞ Where difficulties arise in making out a good title, the purchaser should not take possession of the estate until every obstacle is removed. Purchasers frequently take this step, under an impression that it gives them an advantage over the vendor; but this is a false notion; such a measure would, in most cases, be deemed an acceptance of the title.

If, however, the objections to the title be remediable, and the purchaser be desirous to enter on the estate, he may venture to do so; provided the vendor will sign a memorandum, importing that the possession taken by the purchaser, shall not be deemed a waiver of the objections to the title.

And a purchaser may safely take possession of the estate, at the time the contract is entered into, as he cannot be held to have waived objections, of which he was not aware; and if the purchase cannot be com-

pleted on account of objections to the title, he will not be bound to pay any rent for the estate, unless the occupation of it has been beneficial to him.

For the making of Bricks.

ARTICLES OF AGREEMENT, indented, &c. between Peter Turnbull of, &c. of the one part, and David Farrell of, &c. of the other part, viz.

The said Peter, for the considerations hereunder mentioned, doth hereby for himself, his executors, and administrators, covenant, contract, and agree, to and with the said David, his executors, administrators, and assigns, as follows, viz:—

That he, the said Peter Turnbull, his executors, administrators, or assigns, shall and will within the space of six months, to be accounted from the date hereof, at his and their own proper costs and charges and with good and sufficient materials, make or cause to be made in the township of Blockley, for the said David Farrell, — thousand of good, hard, well-burnt, and lawful bricks, to be all of them full four inches broad, full eight inches three-fourths long, and full two inches and a half thick, when burnt, and at his and their like charge, deliver, by such parcels and quantities from time to time, at the house of the said David in Philadelphia, as the same shall be demanded, or occasion shall require, for carrying on his buildings there. In consideration whereof, the said David Farrell, for himself, his executors, administrators, and assigns, doth covenant, promise, and agree, to and with the said Peter Turnbull, his executors, administrators, and assigns, that he the said David, his executors, administrators, and assigns, shall and will pro-

vide the ground and place wherein to dig the earth for, and to make the said bricks upon, and also truly pay, or cause to be paid unto the said Peter, his executors, administrators, or assigns, three dollars, for every thousand of the said bricks to be made and delivered as aforesaid, viz. one hundred dollars, part thereof, after the said Peter has dug four weeks in the ground towards making the said bricks, and upon the said Peter Turnbull, and his son William, giving their security by bond for the same, till the value thereof shall be delivered of the said bricks, to or for the said David Farrell, as aforesaid, and after the value of the said one hundred dollars shall be so delivered in as aforesaid, then he and they shall and will pay all the remainder of the said money to become due as aforesaid, as the residue of the said quantity of bricks shall be delivered from time to time; and if, after the said quantities shall be so delivered, John Copp, bricklayer, and John Joiner, carpenter, the workmen of the said David Farrell, shall judge and declare the said bricks to be truly worth three dollars per thousand, above the sum before agreed and mentioned; then he the said David Farrell shall and will further pay the said Peter Turnbull, the said three dollars per thousand for every thousand of the said bricks above the said three dollars per thousand to be paid as aforesaid, when all the said quantity shall be made and delivered according to the meaning of these presents. [*Penalties.*] In witness whereof, &c.

Between a Master and Overseer, about the management of a Farm.

ARTICLES OF AGREEMENT, between Adam Painter of, &c. of the one part, and John Stewart of, &c. of the other part, as follows, viz:—

Whereas the said Adam Painter hath agreed with and hired the said John Stewart, to be his overseer for the well ordering, improving, and managing, for the best and most profit and advantage of the said Adam, in good husband-like manner as herein after mentioned, all that farm, messuage, or tenement, barns stables, out-houses, lands, meadows, and pasture-ground, with the appurtenances thereunto belonging, now in the tenure or occupation of the said Adam, situated in Blockley, and commonly called or known by the name of Painter's Grange, for the term of one year from the first day of April next coming, after the date hereof, and so from year to year afterwards for and during the term of three years more, if he the said Adam Painter shall think fit to retain the said John Stewart in his said service, and not otherwise, at and for the yearly salary or wages of three hundred dollars, payable quarterly as herein after mentioned: Now it is thereupon covenanted, agreed, and concluded, by and between the said parties to these presents, for themselves, their executors, administrators, and assigns, in manner and form following, that is to say: the said John Stewart, for himself, his, &c. doth covenant, &c. to and with the said Adam Painter, his, &c. by, &c. that he the said John shall and will, with the assistance herein after covenanted

to be afforded to him by the said Adam, in a good husband-like manner, and at seasonable times in the year, from time to time during so long as he shall continue in the said service of the said Adam, well and sufficiently plough and keep in tillage the number of one hundred acres, little more or less, parcel of the farm aforesaid, every year yearly, and shall and will leave — acres thereof, to be laid fallow every other year, and plough the same — acres three times before it be sowed again; and shall sow or plant the remaining — acres at seasonable times in the year with such corn and seed as the said Adam, his executors, or assigns, shall from time to time direct and appoint; and the same so sown or planted shall in good husband-like manner, harrow or plough: And that he the said John Stewart, with the workmen to be furnished him by the said Adam Painter, shall, from time to time, during the term of four years, or so long thereof as he shall remain in the said service of the said Adam, at seasonable times in the year, in a good husband-like manner gather, husk, and crib, all the corn, and reap, cut down, and shock, all the grain that shall stand, grow, or be in or upon the said farm, or any part thereof, and do all other things that shall be convenient for making the same fit to be housed, and then shall fetch in and lay up the same in the barn belonging to the farm: And also, well and sufficiently repair, maintain, keep, and amend, the fences and enclosures of or belonging to the said farm and premises, in, by, and with, all needful and necessary repairs, and amendments during the said term: And shall and will manure all the meadows

of the said farm from the first day of April to the twenty-first day of June, or so much longer every year during so long of the said term of three years as he shall continue in the said service of the said Adam, his executors, or assigns, as shall be convenient for hay: And shall and will also, at seasonable times in the year, yearly, during the said term, in good and husband-like manner, mow all the said meadows, and in like manner make up all the hay, and carry it from the said meadow to the yard belonging to the said farm, and there lay it up in a stack or stacks: And shall and will lay all the dung, soil, and compost, that shall be made in or about the yards and out-houses belonging to the said farm, and such other dung and soil as the said Adam shall buy or provide for that purpose, to and upon such part of the lands and grounds of the said farm as the said Adam, or his executors or assigns, shall from time to time direct and appoint; and at seasonable times in the year shall there spread the same: In consideration of all which premises, he the said Adam Painter, for himself, his executors, administrators, and assigns, doth covenant, grant, and agree, to and with the said John Stewart, his executors and assigns, by these presents, in manner and form following, that is to say; that he the said Adam Painter, his executors, administrators, or assigns, shall and will well and truly pay, or cause to be paid, unto the said John Stewart, the said yearly wages or salary of three hundred dollars, during so long of the aforesaid term of four years, as he the said John shall continue in the said service and employment of the said Adam, on the four quarterly days,

that is to say, on the first days of April, July, October, and January, in equal portions, and shall during the same time allow him to occupy with his family, the following premises, viz. —; and shall moreover furnish him with workmen of the following descriptions, viz. —, to be under his control and direction for the purposes herein before particularly mentioned. In witness whereof, &c.

Between a House-keeper and his Lodger.

IT IS AGREED, by and between Allen Fisher, of — and Conway Deacon, of —, as follows, viz.: The said Allen, in consideration of the rent herein after mentioned and agreed to be paid to him, hath let to the said Conway, two rooms, up one pair of stairs forwards, part of the now dwelling-house of the said Allen Fisher, situated in —, together with the furniture at present standing therein; that is to say, two tables, &c. To hold to the said Conway Deacon, for the term of three years, to commence from the first of April next, at the yearly rent of fifty dollars, to be paid quarterly, to wit, on the first days of July, October, January, and April.

The said Conway Deacon, in consideration hereof, agrees to pay to the said Allen Fisher or his assigns, the aforesaid yearly rent of fifty dollars, at the times above limited for payment thereof; and at the end of the term, or in case of any default in payment, shall and will, on request of the said Allen Fisher, or his assigns, immediately yield and deliver up to him or them, the peaceable and quiet possession of the said room, together with the whole furniture, he, from the

first entrance thereon, there found and possessed, in good and sufficient order and condition, reasonable wear and tear only excepted. In witness, &c.

For the sale of a parcel of Trees growing, and liberty to cut down and carry them away, &c.

ARTICLES OF AGREEMENT, indented, &c. between Robert Holmes, of —, of the one part, and Edward Moylan, of —, merchant, of the other part, in manner following, that is to say:

The said Robert Holmes, in consideration of Fifty dollars, to him in hand paid, at —, by the said Edward Moylan, the receipt whereof is hereby acknowledged, and in consideration of the further sum of Fifty dollars, to be paid him by the said Edward, his executors or administrators, as hereunder is mentioned, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said Edward Moylan, his executors, administrators, and assigns, one hundred of the oak trees, now standing and growing in and upon the farm called Brookland, in the county of —, now in the tenure of John Biggar, which the said Edward, his executors or assigns, shall think fit to choose, together with the tops and bark of and belonging to the said one hundred trees hereby sold. And the said Robert Holmes, for himself, his executors, administrators, and assigns, doth covenant, promise, and agree to and with the said Edward Moylan, his executors, administrators, and assigns, by these presents, that at all or any time or times, until the —, which will be in the year of our Lord —, he the said Edward, his executors,

workmen, servants, or assigns, shall and may have free liberty of ingress, egress, and regress, into and from all or any part of the lands and grounds belonging to the farm aforesaid, with horses, carts, and carriages, to choose, take, fell, cut down, and carry away the said one hundred trees, and the tops and bark thereof, to and for his and their own use and uses; and like liberty to make and dig saw-pits in convenient places in the said grounds, and therein to saw, cut out, and convert all, or so many of the said trees as he or they shall think fit, for the better conveniency or carriage thereof. And the said Edward Moylan, for himself, his executors, administrators, and assigns, doth covenant, promise and agree, to and with the said Robert Holmes, his executors, administrators, and assigns, by these presents, as followeth; that is to say, that within the time aforesaid, he the said Edward, his executors, administrators, workmen, or assigns, will choose out, and at his and their own charge fell, cut down, and carry away, the said one hundred trees so sold to him as aforesaid; and in consideration and in full for the purchase thereof, shall and will truly pay, or cause to be paid, unto the said Robert Holmes, his executors, administrators, or assigns, the sum of one hundred dollars, in the manner following, viz: — part thereof on the — next ensuing the date of these presents, and the remaining sum of —, on the — next following. [*Penalty as before.*] In witness, &c.

For letting a House, &c.

AGREED the — day of —, between John Barnes of, &c. of the one part, and James Pugh of, &c. of the other part, as followeth, viz.

The said John Barnes doth let unto the said James Pugh, and the said James agrees to take all that, &c. for one year, from the first day of January next, and for such longer time after the expiration of the said one year, as both the said parties shall agree, and until the end of three months after notice shall be given by either of the said parties to the other of them for leaving the said premises, at and for the yearly rent of — dollars, to be paid quarterly on the first Mondays in April, July, October, and January, by even and equal portions, which said yearly rent the said James Pugh doth hereby for himself, his executors, and administrators, covenant and agree to pay to the said John Barnes [if freehold say] and his heirs, [but if otherwise say] executors, administrators, and assigns, accordingly, for so long time as he shall hold and enjoy the said premises as aforesaid, and until the end of the said three months next after notice shall be given by either of the said parties, to the other of them, for leaving the said premises as aforesaid. In witness, &c.

For the purchase of Cordwood, &c.

IT IS AGREED and concluded upon, by and between Thomas Stiles of the one part, and Michael Dawes of the other part, that the said Thomas shall and doth hereby sell to the said Michael all the cordwood that shall arise from certain trees, and parcels of trees,

now growing and standing on a certain piece or parcel of rough ground, situated, &c. that he shall think fit to sell, after the rate of — per cord, each cord to be in measure according to the usual measure of cord wood.

And the said Thomas Stiles for himself, his heirs, executors, and administrators, doth covenant and promise to and with the said Michael Dawes, his executors, administrators, and assigns, in form following, viz. That he the said Thomas Stiles, his &c. at his or their own proper costs and charges, shall and will rank up all and such of the said parcel of trees as he or they shall think fit to convert into cordwood as aforesaid. And also, shall and will permit and suffer the said Michael Dawes, his executors, or assigns, at his or their own cost and charges, as well to cut and convert the said cordwood into charcoal, at the lower end of the said piece of ground called the Old Lot, whereon the said trees or the greatest part of them, now stand; and also to take the turf dust and earth, from off the premises of the said piece of ground, and not elsewhere, with free liberty of carrying away the same wood so converted into charcoal, from off the said premises, the most convenient way leading to the road that leads to — aforesaid. And the said Michael Dawes, doth hereby for himself, his executors, and administrators, covenant and promise to and with the said Thomas Stiles, his heirs, and assigns, that he the said Michael Dawes, his executors or administrators, shall and will well and truly pay, or cause to be paid, the full and entire sum of — per cord, for each and every cord, mea-

sured as aforesaid, on or before the first day of April next. In witness whereof, &c.

Another.

ARTICLES OF AGREEMENT, made and concluded on the first day of January 1829, between Jonas Smith, proprietor of the farm called Springville, on the one part, and Enoch Williams, of the other part:

The said Jonas Smith, for and in consideration of the sums or prices herein after named, doth agree to suffer and permit the said Enoch Williams to fell, chop, and rank, one hundred cords of wood of all kinds, now standing and growing on the lands of the said Jonas, at —: that is to say, one dollar per cord for such part of the said one hundred cords, as shall be of oak; and one dollar and fifty cents, for such part thereof as shall be hickory, as they shall be ranked and measured on the ground where they are cut; the said Enoch Williams, at his own proper cost and charges, paying for the chopping, ranking, and measuring the same; the price or amount of the whole to be paid to the said Jonas in good current bank notes, on or before the first day of March next; and before any part of the said wood is removed from the said farm. And the said Enoch Williams doth on his part hereby conform to the aforesaid terms; and for the due performance of the same, the parties do bind themselves, their heirs, executors, and administrators, firmly by these presents, in the penal sum of four hundred dollars.

With a Mill-wright.

ARTICLES OF AGREEMENT, made and concluded this tenth day of February, A. D. 1829, between Benjamin Doe of — of the one part, and Daniel Duncan of — of the other part: Whereas the said Benjamin Doe (in consideration of the monthly sum of —, and other considerations herein after mentioned to be paid and allowed to him by the said Daniel Duncan, as herein after is in that behalf mentioned and expressed) doth hereby covenant and agree to and with the said Daniel Duncan, in manner as follows, to wit:

That he the said Benjamin Doe, from the day of the date hereof, for and during the full term of three years, if they the said Daniel Duncan and Benjamin Doe shall both so long live, shall and will at the now dwelling house of him the said Daniel Duncan, situated &c. or at such other place or places, (if by him the said Daniel Duncan, from time to time so required, ordered, and directed) work as a journeyman, and well and truly and faithfully serve him the said Daniel Duncan, in the business of a mill-wright, carpenter, joiner, turner, and in all such other arts, mysteries, and work, as he the said Benjamin Doe now is or shall be any ways capable of doing or performing, during the term aforesaid, and that according to the best of his the said Benjamin Doe's ability, knowledge, and judgment therein; and that he the said Benjamin Doe during the continuance of the said term, shall yearly work and perform the trade or business aforesaid for him the said Daniel Duncan, in manner as follows, viz. From the twenty-fifth day

of March to the twenty-ninth day of September, from the hours of six in the morning to six in the evening, and from the twenty-ninth of September to the twenty-fifth of March, from daylight to daylight, and that daily, (sickness, Sundays, six days at Christmas, one at Whitsuntide, one at Easter, the fourth day of July, and such days as he may be lawfully required to muster as a militia-man, and usual hours of breakfast and dinner, only allowed and excepted:) And further, that he the said Benjamin Doe, during the term aforesaid, shall ~~not~~ at any time absent himself from such service of the said Daniel Duncan, nor work, do, or perform any part of the said trade or business aforesaid, for the use or benefit of any other person or persons whomsoever, without the consent of him the said Daniel Duncan, first had in writing for that purpose.

Between a Master and a Journeyman or hired Servant.

ARTICLES OF AGREEMENT indented &c. between William Smith, of the one part, and Wilson Moore of the other part, as followeth, that is to say:

The said Wilson Moore, for the consideration here under mentioned, doth covenant, promise, and agree, to and with the said William Smith, his executors, administrators, and assigns, by these presents, in manner following, that is to say, That he the said Wilson shall and will diligently serve, abide, and continue, with the said William, his executors, and administrators, from the date of these presents, for and during and unto the full end and term of two years now next ensuing, and diligently and faithfully,

according to the best and utmost of his power, skill, and knowledge, exercise and employ himself in, and shall and will during the said term, do and perform all such service and business whatsoever, as well relating to the trade of — which the said William now useth, as in and about any other business, matter, and thing whatsoever, as the said William shall from time to time order, direct, and appoint, to and for the most profit and advantage of the said William, that he can; and shall and will keep the secrets of the said William, relating to ~~the said~~ trade and business; and likewise be just, true, and faithful to the said William, in all matters and things, and no way wrongfully detain, embezzle, or purloin, any moneys, goods, or things whatsoever, belonging to the said William, and also shall and will keep just, true, and faithful accounts in the books of the said William, of all the goods bought and sold, moneys received and paid, and of all other things whatsoever relating to the business of the said William, as shall come to be committed to his care, management, or disposal; and from time to time pay all moneys which he shall receive, of or belonging to, or by the order of the said William Smith, into his hands, and make and give up true and fair accounts of all his actings and doings whatsoever in his said employment, without fraud or delay, when and as often as he shall be thereto required. And in consideration of the premises, and of the several matters and things by the said Wilson Moore, to be performed as aforesaid, the said William Smith doth for himself, his executors, and administrators, covenant and agree to and with the said Wilson

Moore, by these presents, that he the said William Smith, his executors and administrators, shall and will find and provide unto and for the said Wilson Moore, in his dwelling house, meat, drink, washing, and lodging; and also well and truly pay or cause to be paid unto the said Wilson Moore, his executors, or assigns, the sum or salary of —— dollars per annum, for the first —— years, &c. by equal quarterly payments; and shall and will allow the said Wilson Moore, such reasonable expenses in and about the business aforesaid, as he the said William Smith shall think fit; and the said parties do mutually covenant and agree, to and with the other, viz. That if the said William Smith shall not be willing to continue the said Wilson Moore in his service after the expiration of the said two years, or if the said Wilson shall not be willing to serve and continue with the said William after the expiration of the said two years, in either of the said cases, the said parties shall and will give three months notice of such their minds and intention before the expiration of the said term. [Penalty as before.] In witness, &c.

For engaging a Person to rebuild Mills, at certain weekly Wages.

ARTICLES OF AGREEMENT indented, &c. between Edwin Baxter of ——, Charles Duncan of ——, and Enos Farrel of ——, of the one part, and George How of ——, of the other part:

First. The said George How, for the considerations herein after mentioned, doth covenant, promise, and agree, to and with the said Edward Baxter, Charles

Duncan, and Enos Farrel, and each and every of them, their, and each and every of their executors, administrators, and assigns, that he the said George How, shall, on or before the — next ensuing the day of the date of these presents, go to Millerstown, and there, in a good and workmanlike manner, according to the best of his art and skill, by and with the directions of the said Edwin, Charles, and Enos, or one of them, well and sufficiently rebuild, or cause to be rebuilt, the mills of &c. with such materials and workmen to be employed under him, as they, the said Edwin, Charles, and Enos, or any of them, their, or any of their executors, administrators, or assigns, shall find, appoint, and provide for the same.

In consideration whereof, they the said Edwin Baxter, Charles Duncan, and Enos Farrel, do hereby for themselves, their and every of their heirs, executors, and administrators, covenant, promise, and agree, to and with the said George How, well and truly to pay, or cause to be paid to the said George, his executors, administrators, or assigns, for all such time as he shall be employed by them the said Edwin, Charles, and Enos, or any of them, in rebuilding the mills aforesaid, weekly and every week, the wages of ten dollars a week, and so in proportion for a less time than a week; to be paid to him the said George How, by the said Edwin Baxter, Charles Duncan, and Enos Farrel, some or one of them, at Millerstown. And also, that they the said Edwin, Charles, and Enos, some or one of them, shall and will pay, or cause to be paid, to the said George, over and above the wages aforesaid, the sum of —

dollars, for his expenses in going to and returning from the said mills at Millerstown. And lastly, the said George How, doth covenant, promise, and agree, to and with the said Edwin Baxter, Charles Duncan, and Enos Farrel, their executors, administrators, and assigns, and every of them, by these presents, that he the said George How, shall not absent himself nor depart from the work and rebuilding aforesaid, without leave in writing, first had and obtained from the said Edwin, Charles, or Enos, some or one of them, for the doing thereof, on pain of forfeiting for every day of such absence the sum of — dollars, to be stopped and deducted out of the wages aforesaid. In witness, &c.

For performing Bricklayers' and Plasterers' work in building a House.

AGREED, &c. between Amos Kimball, of, &c. of the one part, and Wilson Barnet, of, &c. of the other part, as follows, that is to say:

The said Wilson Barnet, for the considerations hereunder mentioned, doth for himself, his executors, and administrators, covenant, promise, and agree, to and with the said Amos Kimbal, his executors, administrators, and assigns, as follows, that is to say: That he the said Wilson, his executors, administrators, workmen, or assigns, in sufficient and workmanlike manner, at his and their own charges, with the materials to be for that purpose provided by the said Amos, shall and will do and perform all the work and workmanship belonging to the bricklayer and plasterer, in and about the erecting and building of

one good and substantial new messuage or tenement, in the room and place whereon lately stood a certain messuage or tenement belonging to the said Amos, late in the occupation of Israel Lodge, situated in Nashville, and will build the same in such manner, and such thickness of walls, height, or stories, and such and so many lights, chimneys, and conveniences, and in such manner, and will do and perform such ornamental work about the said building as the said Amos Kimbal, his executors or assigns shall order and direct; and that he the said Wilson Barnet, will use his utmost care in working up the said Amos Kimbal's materials for the said building to the most advantage, and will also pay and discharge all his said workmen to be employed in and about the same; and will completely finish all the said work and workmanship belonging to the bricklayer and plasterer for building the said intended messuage, on or before the — next ensuing the date hereof. In consideration of which said works so to be done and performed as aforesaid, he the said Amos, for himself, his executors, administrators, and assigns, doth covenant, promise, and agree, to and with the said Wilson, his executors, administrators and assigns, by these presents, that he the said Amos Kimbal, his executors, administrators, and assigns, shall and will well and truly pay or cause to be paid unto the said Wilson Barnet, his executors, administrators, and assigns, for all such work which shall be by him and them done and performed in and about the said building, ornamental work excepted, at and after the rate of — per yard, for every yard which the said work

shall measure, accounting three feet square for every yard, and — in full for all the said ornamental work to be done and performed as aforesaid; but nothing is to be measured or paid for that is not covered with plaster, nor is any extra charge to be made or allowed, for corners, arches, jams, joints, fire-places, or any other kind of work whatever usually or at any time rated as extra, but the whole is to be measured as plain; and the said Amos will pay all the said money in manner following, viz. In witness, &c.

☞ Great care is necessary, to prevent imposition on the part of bricklayers, plasterers, and carpenters, with regard to *extras*; which, if measured according to the usual book of rates, would amount to at least 30 per cent in addition to the price per yard.

Articles of Copartnership between two Tradesmen.

ARTICLES OF AGREEMENT, &c. In the first place, the said Abel Brown and Peter Moor have agreed, and by these presents do agree, to become copartners together in the art or trade of painting, and all things thereto belonging, and also in buying, selling, vending, and retailing all sorts of wares, goods, and commodities, belonging to the said trade of painting; which said copartnership it is agreed shall continue from —, for and during, and unto the full end and term of ten years, from thence next ensuing, and fully to be completed and ended. And to that end and purpose, he the said Abel Brown, hath the day of the date of these presents delivered in as stock, the sum of —, and the said Peter Moor, the sum of —, to be used,

laid out, and employed, in common between them, for the management of the said trade of painting, to their utmost benefit and advantage. And it is hereby agreed between the said parties, and the said copartners each for himself respectively, and for his own particular part, and for his respective executors and administrators, doth covenant, promise, and agree, each with the other of them, his respective executors and administrators, by these presents, in manner and form following, that is to say:

That they the said copartners shall not nor will not at any time hereafter, use, exercise, or follow, the trade of painting aforesaid, or any other trade whatsoever, during the said term, to their private benefit and advantage; but shall and will, from time to time, and at all times during the said term, (if they shall so long live,) do their, and each of their best and utmost endeavours, in and by all means possible to the utmost of their skill and power, for their joint interest, profit, benefit, and advantage: and truly employ, buy, sell, and merchandise, with the stock as aforesaid, and the increase thereof in the trade of painting aforesaid, without any sinister intention or fraudulent endeavours whatsoever. And also, that they, the said copartners shall and will, from time to time, and at all times hereafter, during the said term, pay, bear, and discharge, equally between them the rent of the shop, which they the said copartners shall rent or hire for the joint exercising or managing the trade aforesaid. And that all such gain, profit, and increase, that shall come, grow, or arise, for or by reason of the said trade or joint business as aforesaid, shall be

from time to time during the said term, equally and proportionably divided between them the said copartners, share and share alike. And also, that all such losses as shall happen in the said joint trade, by bad debts, ill commodities or otherwise, without fraud or covin, shall be paid and borne equally and proportionably between them. And further, it is agreed by and between the said copartners, that there shall be had and kept from time to time, and at all times during the said term and joint business and copartnership together as aforesaid, perfect, just, and true books of accounts, wherein each of the said copartners shall duly enter and set down, as well all money by him received, paid, expended, and laid out, in and about the management of the said trade, as also all wares, goods, commodities, and merchandises, by them or either of them, bought and sold by reason or means, or upon account of the said copartnership, and all other matters and things whatsoever to the said joint trade, and the management thereof in any wise belonging or appertaining, which said books shall be used in common between the said copartners, so that either of them may have free access thereto without any interruption of the other. And also, that they the said copartners, once in three months, or oftener if need shall require, upon the reasonable request of one of them, shall make, yield, and render each to the other, or to the executors and administrators of each other, a true, just, and perfect account of all profits and increase, by them, or either of them made, and of all losses by them or either of them sustained, and also, of all payments, receipts, disbursements, and all

other things whatsoever, by them made, received, disbursed, acted, done, or suffered, in the said copartnership, and joint business as aforesaid ; and the same account so made, shall and will clear, adjust, pay, and deliver, each unto the other at the time of making such account, their equal shares of the profits so made as aforesaid: And at the end of the said term of ten years, or other sooner determination of these presents (be it by the death of one of the said partners or otherwise) they the said co-partners, each to the other, or in case of the death of either of them the surviving party, to the executors or administrators of the party deceased, shall and will make a true, just, and final account of all things as aforesaid, and divide the profits aforesaid, and in all things well and truly adjust the same, and that also upon the making of such final account, all and every the stock and stocks, as well as the gains and increase thereof, which shall appear to be remaining, whether consisting of money, wares, debts, &c. shall be equally parted and divided between them, the said copartners, their executors or administrators, share and share alike.

In witness, &c.

APPOINTMENT.

Of a Guardian by a Father for his Son.

KNOW ALL MEN by these presents, that I, Andrew Brown, of the city of Norfolk and state of Virginia,

tanner, have committed and disposed, and by these presents do commit and dispose unto Paul Davidson, of the said city, the custody, tuition, and education of my son Robert Brown, from and immediately after my decease, until my said son shall attain the age of twenty-one years; and if it shall happen that the said Paul Davidson dies before me, or before my said son attains the age of twenty-one years, then and in such case I do commit and dispose unto Isaac Donaldson of —, such custody, tuition, and education after my decease, and the decease of the said Paul Davidson, until my said son attains the age of twenty-one years, and desire the said Isaac Donaldson to take upon him the trouble for the good of my said son.

⚡ Till the age of twenty-one years, the empire of the father continues even after his death; for he may, by deed or will, appoint a guardian to any of the children unmarried, until such child attains the age of twenty-one, or for any less time.—*Black. Com.* 462.

ASSIGNMENT.

Of a Servant.

IN consideration of the sum of seventy-five dollars, to me in hand paid by Jacob Birnie, of the county of Lancaster, farmer, I do hereby assign and set over the within named servant, to serve the said Jacob,

his executors administrators, and assigns, for the residue of the term within mentioned. Witness, &c.

Q7 This must be done before a Justice of the Peace.

Of Copy-right in Books.

THIS INDENTURE made, &c. between John Lewis of —, professor of mathematics, of the one part, and Caleb Williams, of —, bookseller, of the other part. Whereas the said John Lewis hath written and compiled a book entitled, &c. Now this indenture witnesseth, that the said John, for and in consideration of the sum of —, to him in hand paid by the said Caleb, the receipt whereof is hereby acknowledged, hath bargained, sold, and assigned, and by these presents doth bargain, sell, and assign, unto the said Caleb, all that the said book, and all his copy-right, title, interest, property, claim, and demand whatsoever of, in, and to the same; to have and to hold the said book, copy-right, and all the profit, benefit, and advantage, that shall or may arise, by and from printing, re-printing, publishing, and vending the same, unto the said Caleb, his executors, administrators, and assigns, on the terms and conditions and for the whole period of time provided and allowed in and by the several acts of the congress of the United States for the encouragement of learning, by securing the copies of maps, charts, and books, to the authors and proprietors of such copies, during the times therein mentioned. Provided always nevertheless, and these presents are upon this express condition, that the number of copies to be printed of the first and each and every other edition or impression of the

said book, shall not exceed one thousand, and that the said Caleb Williams, his executors, administrators, and assigns, shall and will pay unto the said John Lewis, his executors, administrators, or assigns, the further sum and sums of —, for, at, and upon the re-printing or making a second and each and every other future and further edition or impression that shall or may be made of the said book, for and towards a further reward and satisfaction to the said John, for his writing and compiling the same; the said payments to be made before the publication of the said several impressions, or editions (after the first) and sale of the same, or any part thereof, by the said Caleb Williams, his executors, administrators; or assigns, or any of them, or by any other person, or persons, by, for or under them, or any of them. And the said Caleb, for himself, his executors, administrators, and assigns, doth covenant, promise, and agree, to and with the said John Lewis, his executors, administrators, and assigns, that he the said Caleb, his executors, administrators, and assigns, shall and will pay or cause to be paid to the said John, his executors, administrators, and assigns, the said respective sum and sums of —, at and upon the re-printing, and before the publication and sale of the said second and every other future and further edition and impression that shall or may be made of the said book, according to the proviso aforesaid, and the true intent and meaning of these presents. In witness, &c.

☞ The purchaser or assignee of a copy-right has no power to make any alterations in the body of the work, or in the title-page thereof, without the leave of

the author, first had and obtained in writing; for, if the said purchaser or assignee could of himself exercise such power, he might thereby, to suit his own interest, be enabled to injure the literary reputation of the author, by affixing his name to matter which the author did not, nor would not write.

Of a Patent for the sole use of an Invention.

THIS INDENTURE, made, &c. between Adam Brown, of the one part, and Charles Daniel, of the other part. Whereas the said Adam, hath, by long study, expense, and experience, invented a method of —, by a new and useful art, [machine, manufacture, or composition of matter or improvement, or either, as the case may be] never before known or used: and whereas the said Adam hath obtained letters patent, in the name of the United States, and bearing test by the president thereof, granting to him, the said Adam, his heirs, executors, administrators, or assigns, for the term of fourteen years, the full and exclusive right and liberty of making, constructing, using, and vending to others to be used, the said invention or discovery, as in and by the said letters patent, recorded in the office of the secretary of state may fully appear: *Now this indenture witnesseth*, that the said Adam Brown, for and in consideration of the sum of — to him in hand paid by the said Charles Daniel, at or before the signing of this indenture, the receipt whereof is hereby acknowledged, hath granted, assigned, and set over, and by these presents doth grant, assign, and set over, unto the said Charles, his executors, administrators, or assigns, the said letters patent, and all the right, title, and

interest of him the said Adam, of, in, and to the said invention so granted unto him: *To have and to hold* the said letters patent and invention, with all benefit, profit, and advantages thereof, to the said Charles Daniel, his executors, administrators, or assigns, in as full, ample, and beneficial manner, to all intents and purposes, as he the said Adam Brown, by virtue of the said letters patent, may or might have or hold the same, if this assignment had not been made, for and during all the rest and residue of the said term of years, granted by the said letters patent as aforesaid. And the said Adam Brown doth by these presents constitute and appoint the said Charles Daniel, his assignee and grantee, of and for the said invention and the profits thereof, for the remainder of the said term of fourteen years: And the said Adam doth covenant to and with the said Charles, that he the said Charles, his executors, administrators, or assigns, shall and may, by virtue of these presents, have, receive, and take all the profits and advantages whatsoever, that may or shall be made, for or by reason of such invention, and that he the said Adam Brown, his executors, administrators, or assigns, shall and will do and execute, or cause to be done and executed, all and every other act and acts, thing and things, devices and assignments in the law whatsoever, for the further, better, and more perfect assigning and assuring of the said letters patent, and the right, title, and interest of him the said Adam Brown, his executors, administrators, or assigns, therein, and in the said invention unto the said Charles Daniel, his executors, administrators, or assigns, or by the

said Charles, his executors, administrators, or assigns, or his or their counsel learned in the law, shall be lawfully and reasonably devised, advised, or required.

In witness, &c.

☞ This assignment must be recorded in the office of the secretary of state, at Washington: after which, the assignee is regarded, in law, in the place of the original inventor, both as to right and responsibility; and so the assignees or assigns to any degree.—See *Ingersoll's Abridgment*, p. 480. Sec. IV.

An assignment of part of a patent right, will not enable the assignee to maintain an action for a violation of the patent.—6 *Cranch*, 324

Of a Bond.

FOR a valuable consideration, to me in hand paid, by A. B. of, &c. I do assign and set over the within obligation, and all monies due and to become due thereon, unto the said A. B. his executors, administrators, or assigns; [and in case the same cannot be recovered from the within named C. D. then I do promise and agree to pay the amount thereof, together with all charges thereupon accruing, unto the said A. B. his executors, administrators, or assigns.] Witness my hand and seal, &c.

☞ If A. B. is to take the assignment at his own risk, omit the words contained in crotchets, and in lieu thereof insert the following: "And in no case holding myself responsible for the recovery or payment of the same; but the risk and losses, if any, to be borne by the said A. B. his executors, administrators or assigns."

Short Form where the Assignor is Liable.

FOR value received, I do assign and set over the within obligation and all moneys due thereon, unto A. B. his executors, administrators, or assigns, hereby guaranteeing the payment thereof, in case of default being made by the within named C. D. Witness my hand and seal, &c.

Another, where the Assignor is not Liable.

FOR value received, I do assign and set over the within obligation, and all moneys due thereon, unto A. B. his executors, administrators, or assigns, not holding myself liable for the payment of the same; the losses, if any, and the recovery thereof to be wholly at the risk of the said A. B. Witness my hand and seal, &c.

Of a Bond, by Indorsement

KNOW ALL MEN by these presents, that I, the within named Aaron Boyd, for and in consideration of the sum of — to me in hand paid by Conway Drew, of —, at or before the sealing of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, transferred, and set over, and by these presents do grant, bargain, sell, assign, transfer, and set over, unto the said Conway Drew, his executors, administrators, or assigns, the within written bond or obligation, and the sum of —, mentioned in the condition thereof, together with all interest due, and to grow due for the same, and all my right, title, interest, claim, and demand whatsoever, of in and to the same. And I authorize

the said Conway Drew in my name,* to demand, sue for, receive, have, hold, and enjoy the said sum of —, and interest, to his own use absolutely for ever. In witness, &c.

Another Short Form.

I do hereby assign and set over all my right, title, claim, interest, property, and demand whatsoever, in and to the within bond [or bill] unto Conway Drew, for value received: witness my hand and seal, the — day of —.

Special Form of Same.

KNOW ALL MEN by these presents, that I the within named Anderson Boyd, in consideration of the principal debt and interest mentioned in the within bond to me in hand paid by Conway Drew, have assigned, and by these presents do assign, transfer, and set over, the within bond and the money due and growing due thereon, unto the said Conway, his executors, administrators, and assigns. And further, I do hereby covenant, that if the said money when due cannot be recovered from the within named Ennion Farrel and George Hones, by reason of insolvency or otherwise, I will pay the same: witness my hand and seal, the — day of &c.

Another.

For a valuable consideration, to me in hand paid by Anderson Boyd of the City of Philadelphia, merchant, I do assign and set over the within obligation

* In Pennsylvania, the assignee of a bond may sue in his own name.

and all moneys due and to become due thereon, unto the said Anderson, his executors, administrators, and assigns, and in case the same cannot be recovered of the within named Conway Drew, then I do promise and agree to pay the amount thereof, together with all charges thereupon accruing, to the said Anderson Boyd, his executors, administrators, or assigns. In witness, &c.

(✱ Assignments of bonds and bills, in order to, enable the assignee to sue in his own name [in Pennsylvania] must be made under the hand and seal of the assignor, and before two or more credible witnesses: and, after such assignment made, it shall not be in the power of the assignor, to release any of the debts or sums of money, really due by the said bonds or specialties, or by notes.

There must be two subscribing witnesses to the foregoing assignments of bonds; and also to the following: —

Of a Bond and Mortgage, after judgment and execution, and part of the debt paid.

THIS INDENTURE made the — day of —, between George Rex, and Caleb Cone, executors &c. of Henry Rex, deceased, of the one part, and Martin Gates of —, of the other part.

Whereas Andrew Eaton, of —, in and by a certain obligation or writing obligatory, under his hand and seal, duly executed, bearing date, &c. became bound unto the said Henry Rex, in his life time, in the sum of —, conditioned for the payment of —, on or before &c. as in and by the said recited obligation and condition thereof fully appears.

And whereas the said Andrew Eaton, by way of collateral security for the aforesaid debt and interest, in and by a certain indenture of mortgage, bearing date &c. for the considerations therein mentioned, did grant, bargain, and sell, unto the said George Rex, and Caleb Cone, as executors aforesaid, and to their heirs and assigns, a certain tract of land called —, situated, &c. containing — acres, being bounded, &c. Also a certain other tract, &c. together with their and every of their appurtenances, to hold to them the said George Rex, and Caleb Cone, their heirs and assigns for ever, with this proviso, That the same indenture and the estate and estates thereby granted, and the said recited obligation should become void on payment of the mortgage money and interest aforesaid, as in and by the said recited indenture of mortgage duly recorded in Lancaster county more at large appears. And whereas judgment for the said debt, interest, and costs, hath been obtained in the court of common pleas for the said county of Lancaster, against him the said Andrew Eaton, at the suit of the said George Rex, and Caleb Cone, executors as aforesaid, upon which judgment execution hath been issued and sued forth, and the said execution is now in the hands of the sheriff of the county of Lancaster, aforesaid. And whereas the said Andrew Eaton hath paid only the sum of —, on account of the principal debt and interest aforesaid, so that there yet remains due the principal sum of —, besides — interest accrued thereon, to the day of the date hereof. Now this indenture witnesseth, that the said George Rex, and

Caleb Cone, executors aforesaid, for and in consideration of the said sum of — balance of the principal debt aforesaid, and — interest unto them well and truly paid by the said Martin Gates, at or before the sealing and delivery hereof, the receipt whereof they do hereby acknowledge, have granted, bargained, sold, assigned, and set over, and by these presents do grant, bargain, sell, assign, and set over, unto the said Martin Gates, his heirs, executors, administrators, and assigns, the aforesaid recited obligation and the warrant of attorney thereunto annexed, and the said recited indenture of mortgage, and all and every the sum and sums of money which on the day of the date hereof are due and payable thereupon, and which shall or may hereafter accrue and grow due and payable thereupon, and also the aforesaid two several described tracts of land and premises with the appurtenances, mortgaged as aforesaid; and also the aforesaid judgment and execution, and all the moneys now due or hereafter to become due and payable thereupon, and the benefit and advantage thereof, and all the estate, right, title, interest, and demand, of, in and to the said recited obligation, indenture, lands and moneys hereby assigned; and also of, in and to the said judgment and execution which they the said George Rex and Caleb Cone, as executors aforesaid, now have or ought to have or claim. To have, hold, receive, take, and enjoy, the said obligation, indenture of mortgage, and the said lands thereby granted, and the said judgment and execution, and all the moneys hereby assigned unto the said Martin Gates, to the only use and behoof of the said

Martin Gates, his heirs, executors, administrators, and assigns, for ever, and at his and their sole risque, —Subject to the right of redemption of the said Andrew Eaton, his heirs and assigns, by payment of the principal moneys and interest now due or to become due thereupon. And it is hereby agreed that they the said George Rex and Caleb Cone, as executors aforesaid, or otherwise, or the estate of the said Henry Rex deceased, shall not in anywise howsoever be responsible or accountable for any loss, deficiency or damage which the said Martin Gates, his heirs, executors, administrators, or assigns, shall or may sustain or suffer, by reason of this assignment, or in case the said Andrew Eaton should prove insolvent, or his title to the said mortgaged lands and premises prove defective. In witness whereof, the said parties to these presents have interchangeably set their hands and seals hereunto. Dated the day and year first before written.

Of a Pension, until Money due upon a Bond shall be satisfied thereout.

WHEREAS Henry Man, by his bond or obligation under his hand and seal, bearing date on or about the — day of —, which was in the year —, became bound to Enoch Hall, of — [as in bond.] And whereas the said Enoch Hall is since dead, having first made his last will and testament in writing, bearing date the —, and thereof constituted and appointed Samuel Innis and Isaac Roe, both of —, the executors, as in and by the said will duly *proved and remaining in the register's office of the*

county of —, reference being thereunto had will appear. And whereas there is now justly due and owing by the said Henry Man to the said Samuel Innis and Isaac Roe, on the said bond, as executors as aforesaid, the sum of —. And whereas the said Henry Man is entitled during his life to a pension of — a year, given him by —, payable quarterly; which pension the said Henry Man hath agreed to assign unto the said Samuel Innis and Isaac Roe for the better securing the payment of the said sum of —, so remaining due on the said recited bond, as aforesaid, with lawful interest for the same. Now know ye, that the said Henry Man, for the end and purpose aforesaid, and in pursuance and performance of the said agreement, and for and in consideration of the sum of five shillings of lawful money of —, to him in hand, at or before the sealing and delivery of these presents, by the said Samuel Innis and Isaac Roe, well and truly paid, the receipt whereof he the said Henry Man doth hereby acknowledge, hath assigned, transferred, and set over, and by these presents doth assign, transfer, and set over, unto the said Samuel Innis and Isaac Roe, their executors, administrators, and assigns, the said pension of — a year, given him by — as aforesaid; and all benefit and advantage whatsoever to be had, gotten, or obtained thereby, or by means or in respect thereof. To have, hold, receive, take, and enjoy, the said pension, hereby assigned, or intended to be hereby assigned, unto the said Samuel Innis and Isaac Roe, their executors, administrators, and assigns, for and during so long time and until the said sum of —, so due

and owing from the said Henry Man, to the said Samuel Innis and Isaac Roe, as executors as aforesaid on the said recited bond, with lawful interest for the same, shall be fully satisfied and paid (if he the said Henry Man shall so long live.) And the better to enable the said Samuel Innis and Isaac Roe, their executors, administrators, and assigns, to receive the said pension hereby assigned, when and as the same shall from time to time become due, he the said Henry Man, hath made, ordained, constituted, and appointed, and by these presents doth make, ordain, constitute, and appoint, the said Samuel Innis and Isaac Roe, and each of them, and the executors and administrators of the survivor of them, his true and lawful attorney and attorneys, irrevocable, in his name and stead, or in their or either of their own name or names, but to and for the purpose aforesaid, to ask, demand, receive, and take of and from all and every person or persons now or hereafter to be appointed to pay the same, the said pension of —, so given to the said Henry Man, by — as aforesaid, when and as the same shall from time to time become due and payable, for and during so long time and until the said sum of — so due and owing by the said Henry Man to the said Samuel Innis and Isaac Roe, as executors as aforesaid, with lawful interest for the same, shall be fully paid and satisfied (if he the said Henry Man shall so long live.) And upon receipt thereof, or any part thereof, to make and execute any lawful release or discharge for the same. And further, to do all and every other act and acts, thing and things whatsoever, which shall be needful

or necessary to be done in or about the premises, for receiving thereof in as full, large, ample, and beneficial a manner, to all intents and purposes, as he the said Henry Man, might or could do in his proper person, if these presents had not been made; he the said Henry Man, hereby ratifying and confirming all and whatsoever the said Samuel Innis and Isaac Roe, and each of them, and the executors and administrators of the survivor of them, shall lawfully do, or cause to be done, in or about the premises, by virtue of these presents. And the said Henry Man, for himself, his heirs, executors, and administrators, and for every of them, doth here by covenant, promise, and agree to and with the said Samuel Innis and Isaac Roe, their executors, administrators, and assigns, and every of them, by these presents, that the said Henry Man shall not nor will not at any time hereafter, revoke or make void the letter of attorney herein before contained, or do any act or thing to defeat or hinder the said Samuel Innis and Isaac Roe, or either of them, or the executors or administrators of the survivor of them, in the receiving the said pension hereby assigned according to the true intent and meaning of these presents. And further, that the said Henry Man, shall and will, from time to time, at his own proper costs and charges, make, do, and execute such further and other lawful and reasonable act and acts, thing, and things, assignments and assurances whatsoever, for the better and more effectual assigning and receiving the said pension hereby assigned, or intended so to be, unto the said Samuel Innis and Isaac Roe, for the purposes aforesaid as

by the said Samuel Innis and Isaac Rowe, their executors or administrators, shall be reasonably devised, advised, or required. In witness, &c.

Of a Judgment recovered by Verdict.

WHEREAS I, Adam Bell, lately recovered judgment in the court of —, against Richard Curtis, of —, for the sum of —, as by the record of the said judgment, remaining in the office of the clerk of the said court doth appear, upon which judgment, execution hath been lately sued forth. Now know ye, that I the said Adam Bell, for divers good causes and considerations, have granted, transferred, assigned, and set over, and by these presents do clearly and absolutely grant, transfer, assign, and set over, unto James Freeman, of —, his executors, administrators, and assigns, as well the said judgment for the said sum of — aforesaid, as also all benefit, profit, sum and sums of money, and advantage whatsoever, that now can or shall or may hereafter be obtained, by reason or means of the same, or any execution thereupon, now had, or to be had, sued, executed, or obtained: and all the estate, right, title, interest and demand whatsoever, which I the said Adam Bell have, or ought to have, or claim of, in or to the said judgment, or any sums of money, lands or tenements, which by virtue thereof, or of any process or execution thereupon sued or to be sued, shall or may be recovered, obtained or gotten. And further, I the said Adam Bell do by these presents, make, ordain, constitute, authorize, and appoint, the said James Freeman, to

be my true and lawful attorney, for me and in my name to use and prosecute the said execution upon the said judgment, and upon composition or agreement made concerning the premises, to acknowledge satisfaction, or to make and give any other release, or discharge for the same; and all and every such other act and acts, thing and things whatsoever, as shall be requisite in and about the premises, I covenant to allow, establish, and confirm, by these presents. And I the said Adam Bell, for myself, my heirs, executors, and administrators, do covenant, promise; and agree, to and with the said James Freeman, his executors, administrators, and assigns, by these presents, in manner and form following, that is to say, that I the said Adam, have never made or executed any release or other discharge of the said judgment, or of any execution which hath been or shall be thereupon sued or executed; neither will nor shall I the said Adam, my heirs, executors, and administrators, at any time hereafter, make, commit, or do any release, act, or thing whatsoever, whereby the said judgment, or any execution which hath been thereupon sued or executed, or which shall at any time hereafter be sued or executed, by the said James Freeman, or his assigns, shall be in any manner defeated, hindered disabled, debarred, or extinguished, without the consent of the said James, his executors, administrators or assigns, thereto first had in writing. And further, that I the said Adam Bell, my executors and administrators, shall and will at all times hereafter, on the request, and at the cost and charges of the said James Free-

man, his heirs, executors, administrators, or assigns, maintain, justify, allow, and confirm, all such lawful actions, suits, process, executions, and proceedings whatsoever, as have been, or shall hereafter be brought, sued forth, or prosecuted against the said Richard Curtis, his heirs, executors, administrators, or assigns, his, their, or any of their lands, tenements, goods or chattels, upon or by reason of the said judgment. In witness, &c.

Of Moneys due upon Account.

KNOW ALL MEN by these presents, That I, Allen Brown, of —, in consideration of the sum of —, to me in hand paid by Callender Drew, of —, do hereby assign and set over unto the said Callender, to his own proper use, without any account to be given for the same, the sum of —, and all other sum and sums of money as are remaining due and payable upon or by virtue of the annexed account of moneys due to me by Thomas Tryon, and all my right, title, interest, and demand in and to the same: And do give and grant unto the said Callender Drew, full power and authority to demand and receive the same, to his own use, and upon receipt thereof to give discharges for the same, or any part thereof: And I the said Allen Brown, do hereby covenant and agree to and with the said Callender Drew, that the said sum of —, is justly due and owing, and that I have not received or discharged the same, or any part thereof. In witness, &c.

✂ An account of this kind, being what is techni-

cally called a *chore in action*, must be sued for in the name of the *assignor*, for the use of the *assignee*.

Of a Debt, with Power of Attorney.

KNOW ALL MEN by these presents, that I, Bernard Mann, in consideration of the sum of —, now justly due and owing by me to William Page, of Philadelphia, and for better securing the payment of the same to the said William, have bargained, sold, assigned, transferred, and set over, and by these presents do bargain, sell, assign, transfer, and set over, unto the said William, all that debt or sum of —, which is now due and owing to me by James Hughes, of Hamilton Village, for goods sold and delivered by me to the said James, or his order, before the day of the date hereof, and all my right, title, interest, claim, and demand, in and to the said debt, or sum of —, and every or any part thereof, To hold to the said William Page, his executors, administrators, and assigns, from henceforth, to his and their own proper use and benefit for ever, nevertheless under the proviso and condition hereinafter mentioned. And I do hereby constitute and appoint the said William Page, my true and lawful attorney. irrevocable, and give and grant to him, his executors, administrators, and assigns, full power and authority, in my name, and in the name of my executors and administrators, but to the only proper use of the said William, his executors and administrators, to ask, demand, sue for, buy, recover, receive, compound, acquit, release, and discharge, the said debt or sum of —, and every or any part or parcel thereof, and upon receipt of the

same, or any part thereof, acquittances or other proper discharges to make, and generally for me and in my name, or in the name of my executors and administrators, to make, do, perform, and execute, all and every such further and other acts, matters, and things, touching and concerning the premises, as to the said William, his executors or administrators, shall seem requisite ; and that as fully and effectually, to all intents and purposes, as I myself, my executors and administrators, could or might have done, I hereby ratifying and confirming all and whatever he or they shall lawfully do, or cause to be done, in or about the premises. And I do hereby covenant and agree, to and with the said William Page, his executors and administrators, that I have not done or suffered, and that I, or my executors or administrators, shall not nor will not do or suffer, any act, matter, or thing, whereby or by reason whereof, the said William, his executors or administrators, shall or may be hindered or prevented from the recovering or receiving the said debt or sum of —, hereby assigned, or any part thereof, or such other satisfaction as can or may be had or obtained for the same, by virtue hereof. And further that I, my executors and administrators, shall and will at all times hereafter, at the request of the said William, his executors, administrators, or assigns, make, do, and execute, all such further and other acts and deeds as shall be reasonably required for the proving of the said debt, and the better and more effectually enabling him or them to recover, receive, and enjoy the same, according to the true intent and meaning of these presents. Provided al-

ways, and it is hereby agreed, that if I the said Bernard Mann, my executors or administrators, shall well and truly pay, or cause to be paid, to the said William Page, his executors, administrators, or assigns, the said sum of ——— so due to him as aforesaid, within six calendar months from the date hereof, then this present assignment, and every matter and thing herein contained, shall cease, determine, and be void, to all intents and purposes whatsoever. In witness, &c.

Of a Bond as a Collateral Security.

THIS INDENTURE made the first day of May, A. D. 1829, between Charles Calwell, of ———, of the one part; and William Wilkins, of ———, of the other part: Whereas Richard Gordon, of ———, in and by one bond or obligation, bearing date the tenth day of June, which was in the year of our Lord 1828, became bound to the said Charles Calwell, in the sum of ——— dollars, conditioned for the payment of ——— dollars, on the ——— day of ———, which was in the year of our Lord ———, with lawful interest for the same: And whereas the said Charles Calwell, in and by his bond or obligation bearing date the ——— day of ——— last past, became bound to the said William Wilkins, in ——— dollars, conditioned for the payment of the sum of ———, on the ——— day of ——— now next ensuing, with lawful interest for the same, and the said Charles Calwell, also in and by his other bond or obligation, bearing even date herewith, became bound to the said William Wilkins, in another sum of ——— dollars, con-

ditioned for the payment of the further sum of — dollars, on the said — day of — now next ensuing, with lawful interest for the same, and the said Charles Calwell, for the further and better securing the payment of the said several sums of — dollars, and — dollars, (making together the principal sum of — dollars) with interest for the same respectively, according to the conditions of the said two several last in part recited bonds or obligations, hath proposed and agreed to transfer and assign over, to the said William Wilkins, by way of additional and collateral security, the said herein before recited bond or obligation, so entered into by the said Richard Gordon, to the said Charles Calwell as aforesaid, and the principal money and interest due thereon, or secured, or recoverable thereby, or by means thereof, in manner herein after mentioned: Now this indenture witnesseth, that the said Charles Calwell, for the considerations aforesaid, and also in consideration of the sum of one dollar, of lawful money of the United States, to him in hand paid by the said William Wilkins, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath bargained, assigned, transferred, and set over, and by these presents, doth bargain, assign, transfer, and set over unto the said William Wilkins, his executors, administrators, and assigns, the said herein before recited bond or obligation, so given and entered into by the said Richard Gordon, to the said Charles Calwell, as aforesaid, and all his the said Charles's interest therein, and all the benefit and advantage thereof and all sum and

sums of money, principal money, and interest, secured or recoverable thereupon, or by means thereof, and which is or are now due and owing, or which shall or may hereafter grow due thereon, and all powers and remedies which he the said Charles hath, or ever had for the recovery of the same: To have, hold, receive, and take, all and singular the premises hereby assigned, or intended so to be, and the whole benefit and advantage thereof, and all moneys arising therefrom, unto the said William Wilkins, his executors, administrators, and assigns, to, and for his and their own proper use and benefit: And the said Charles Calwell, for the consideration aforesaid, hath made, ordained, constituted, and appointed, and by these presents doth make, ordain, constitute, and appoint, the said William Wilkins, his executors, or administrators, his the said Charles's true and lawful attorney and attorneys, irrevocable, giving to him and them full power and authority, in the name or names of him the said Charles, his executors, or administrators, to ask, demand, sue for, recover, levy, and receive, all and every sum and sums of money now due and owing, for principal and interest on the said bond or obligation hereby assigned or mentioned, or intended so to be, or that shall or may hereafter grow or accrue due thereon, to and for the sole use and benefit of him the said William Wilkins, his executors, administrators, and assigns, in such manner, and by such process and lawful means as he the said William, his executors, administrators, or assigns, or any of them, shall be advised and think proper, and upon receipt thereof, or upon satisfaction being given

to the said William Wilkins, for the same, in the name of the said Charles Calwell, his executors, or administrators, or any of them, or in the name or names of him the said William Wilkins, his executors, administrators, or assigns, to release and discharge the said Richard Gordon, his heirs, executors, and administrators, from the same, and further, to do and perform all and every other lawful act and acts, thing and things, necessary and expedient to be done for the recovering, obtaining, getting in, receiving, or discharging, the moneys due and payable, or that shall hereafter grow due and payable on the said hereby assigned bond or obligation, as to the said William Wilkins, his executors, administrators, or assigns, shall be thought advisable and expedient, and one or more attorney or attorneys under him or them for the purposes aforesaid, to constitute and appoint, and again at his or their pleasure to revoke: And the said Charles Calwell, for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, to and with the said William Wilkins, his executors, administrators, and assigns, that he the said Charles, hath not at any time heretofore done or committed, nor shall or will at any time hereafter, do or commit, any act, matter, or thing whatsoever, whereby or by means whereof the said hereby assigned bond or obligation, or the money secured thereby, or any part thereof, or any process, proceedings, suit, judgment, or writ of execution whatsoever, that shall or may be had, taken, commenced, or prosecuted thereon, in pursuance of these presents, or any power or authority hereby given or

granted, is, are, shall, or may be in any wise released, impeached, or discharged, assigned, revoked, hindered, or avoided, but shall and will from time to time, and at all times, avow, and own, ratify and confirm, all such matters and things, writs, process, executions, and proceedings as he the said William Wilkins, his executors, administrators, or assigns, or any other person or persons, by his or their procurement or direction shall in pursuance of these presents, do, commence, bring, or prosecute, upon or by reason or means of the said bond or obligation, and premises hereby assigned, in any wise: Provided always, and it is hereby agreed, by and between the said parties to these presents, that if the said Charles Calwell, his heirs, executors, or administrators, or any of them, do and shall well and truly pay, or cause to be paid unto the said William Wilkins, his executors, administrators, or assigns, the said several and respective principal sums of — dollars, and — dollars of lawful money of the United States, with lawful interest for the same respectively, at or upon the day appointed for the payment thereof, in and by the said two several herein before mentioned conditions of the said recited bonds or obligations so entered into, and given by the said Charles Calwell, to the said William Wilkins as aforesaid, and according to the true intent and meaning of the same respectively, then this present indenture, and every matter, clause, and thing herein contained, shall immediately from thenceforth cease, determine, and be absolutely void, to all intents and purposes whatsoever, any thing herein before contained to the

contrary thereof in any wise notwithstanding. In witness, &c.

Of Leasehold Premises, from a Mortgagee and Mortgagor, to a Purchaser.

THIS INDENTURE tripartite, made the fourth day of March, in the year of our Lord, one thousand eight hundred and twenty-nine, between John Jones, of —, of the first part; Joseph King, of —, of the second part; and Paul Poe, of the third part: Whereas [here recite the lease.] And whereas the said David Giles, did afterwards erect and build on the said piece or parcel of ground, one brick messuage or tenement, pursuant to a covenant for that purpose contained in the said indenture of lease. And whereas, in and by an indenture of assignment or mortgage, bearing date on the second day of January, A. D. 1819, and made or mentioned to be made between the said David Giles of the one part, and Abel Hay, of —, of the other part [reciting to the effect herein before recited] the said David Giles, for the considerations therein mentioned, did assign and set over unto the said Abel Hay, all the said piece or parcel of ground, and the said messuage or tenement thereon erected and built, and all and singular other the premises in the said indenture of lease granted and demised, with their and every of their appurtenances, together with the said indenture of lease, To hold unto the said Abel Hay, his executors, administrators, and assigns, from thenceforth, for and during all the rest, residue, and remainder, of the said term of —, years in and by the said recited indenture

of lease granted, then to come and unexpired, under a proviso in the said indenture of mortgage contained for making void the same, on payment of the sum of five thousand dollars with interest, on the — day of —, as in and by the said recited indenture of assignment or mortgage, relation being thereunto had may appear: And whereas by one other indenture of assignment tripartite, bearing date the — day of —, and made or mentioned to be made, between the said Abel Hay, of the first part, the said David Giles of the second part, and the said Joseph King, of the third part; reciting that there was then due and owing to the said Abel Hay for principal and interest on the said recited mortgage, the sum of —, and that the said Joseph King, had contracted and agreed with the said David Giles, for the absolute purchase of the said mortgaged premises, for the sum of — dollars, the said Adam Hay, in consideration of the said sum of —, so due to him for principal and interest on the said mortgage, to him paid by the said Joseph King, by the direction and appointment of the said David Giles, did thereby grant, bargain, sell, assign, transfer, and set over, and the said David Giles, in consideration of the further sum of — dollars, to him then paid by the said Joseph King, did thereby grant, bargain, sell, assign, release, and confirm, unto the said Joseph King, his executors, administrators, and assigns, the said recited indenture of lease, made and granted to the said David Giles, as aforesaid, and the said piece and parcel of ground, messuage or tenement, and all and singular other the premises, with the appurtenances, in and by the

said recited indenture of lease, demised to the said David Giles, by the said Watt Tyler, or mentioned or intended so to be, to hold unto the said Joseph King, his executors, administrators, and assigns, from thenceforth, for and during all the rest, residue, and remainder of the said term of — years, in and by the said recited indenture of lease granted. then to come and unexpired, as in and by the said last recited indenture of assignment, relation being thereunto had will appear. And whereas by one other indenture of assignment or mortgage, bearing date the — day of —, made between the said Joseph King, of the one part, and the said John Jones, party hereto of the other part; [reciting to the effect herein before recited] and further reciting that by one bond or obligation bearing even date herewith, the said Joseph King had become bound unto the said John Jones, in the penal sum of — dollars, conditioned for the payment of the sum of — dollars, in manner and at the times therein mentioned, the said Joseph King, as well for the better securing and more sure payment of the said sum of — dollars, according to the condition of the said bond or obligation, as also for other the conditions therein mentioned, did grant, bargain, sell, assign, transfer, and set over, unto the said John Jones, his executors, administrators and assigns, the said recited indentures of lease, made and granted to the said David Giles, as aforesaid, and the said piece or parcel of ground, messuage, or tenement, with all and singular other the premises, with the said covenants, conditions, and warranties, in and by the said recited indenture of lease demised to the said David Giles,

by the said Watt Tyler, or meant, mentioned, or intended so to be: To hold unto the said John Jones, his executors, administrators and assigns, from thenceforth, for and during all the rest, residue, and remainder of the said term of — years, in and by the said recited indenture of lease granted, then to come and unexpired, under a proviso therein contained, for making void the same, on payment of the said sum of — dollars, at the time, and in manner therein before limited and appointed, as in and by the said last recited indenture of assignment, relation being thereunto had will appear: And whereas the said sum of — dollars, or any part thereof was not paid or satisfied at the time mentioned and appointed for payment thereof, whereby the estate and interest of the said John Jones, in and to the said mortgaged premises became absolute in law: And whereas there is now due and owing to the said John Jones, for principal and interest on the said recited bond and mortgage, to the day of the date of these presents the sum of — dollars: And whereas the said Paul Poe, hath contracted and agreed with the said Joseph King, for the absolute purchase of the said mortgaged premises, for all the residue and remainder of the said term of — years, in and by the said recited indenture of lease granted, now to come and unexpired, for the price or sum of — dollars: Now this indenture witnesseth, that for and in consideration of the said sum of — dollars, to the said John Jones, in full of all principal money, and interest due to him from the said Joseph King, on such said recited bond and mortgage, to him in hand, well and

said recited indenture of lease, demised to the said David Giles, by the said Watt Tyler, or mentioned or intended so to be, to hold unto the said Joseph King, his executors, administrators, and assigns, from thenceforth, for and during all the rest, residue, and remainder of the said term of — years, in and by the said recited indenture of lease granted. then to come and unexpired, as in and by the said last recited indenture of assignment, relation being thereunto had will appear. And whereas by one other indenture of assignment or mortgage, bearing date the — day of —, made between the said Joseph King, of the one part, and the said John Jones, party hereto of the other part; [reciting to the effect herein before recited] and further reciting that by one bond or obligation bearing even date herewith, the said Joseph King had become bound unto the said John Jones, in the penal sum of — dollars, conditioned for the payment of the sum of — dollars, in manner and at the times therein mentioned, the said Joseph King, as well for the better securing and more sure payment of the said sum of — dollars, according to the condition of the said bond or obligation, as also for other the conditions therein mentioned, did grant, bargain, sell, assign, transfer, and set over, unto the said John Jones, his executors, administrators and assigns, the said recited indentures of lease, made and granted to the said David Giles, as aforesaid, and the said piece or parcel of ground, messuage, or tenement, and all and singular other the premises, with the appurtenances, in and by the said recited indenture of lease demised to the said David Giles,

by the said Watt Tyler, or meant, mentioned, or intended so to be: To hold unto the said John Jones, his executors, administrators and assigns, from thenceforth, for and during all the rest, residue, and remainder of the said term of — years, in and by the said recited indenture of lease granted, then to come and unexpired, under a proviso therein contained, for making void the same, on payment of the said sum of — dollars, at the time, and in manner therein before limited and appointed, as in and by the said last recited indenture of assignment, relation being thereunto had will appear: And whereas the said sum of — dollars, or any part thereof was not paid or satisfied at the time mentioned and appointed for payment thereof, whereby the estate and interest of the said John Jones, in and to the said mortgaged premises became absolute in law: And whereas there is now due and owing to the said John Jones, for principal and interest on the said recited bond and mortgage, to the day of the date of these presents the sum of — dollars: And whereas the said Paul Poe, hath contracted and agreed with the said Joseph King, for the absolute purchase of the said mortgaged premises, for all the residue and remainder of the said term of — years, in and by the said recited indenture of lease granted, now to come and unexpired, for the price or sum of — dollars: Now this indenture witnesseth, that for and in consideration of the said sum of — dollars, to the said John Jones, in full of all principal money, and interest due to him from the said Joseph King, on such said recited bond and mortgage, to him in hand, well and

truly paid by the said Paul Poe, by and with the consent, direction, and appointment of the said Joseph King, testified by his being a party hereunto, and executing of these presents, at or before the sealing and delivery hereof, the receipt whereof the said John Jones doth hereby acknowledge, and thereof, and of and from every part and parcel thereof, doth clearly and absolutely acquit, release, and discharge the said Paul Poe, his executors, administrators, and assigns, and every of them, by these presents, he the said John Jones, by and with the like consent, direction, and appointment, of the said Joseph King, testified as aforesaid, hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth fully and absolutely grant, bargain, sell, assign, transfer, and set over, unto the said Paul Poe, his executors, administrators, and assigns, the said recited indenture of lease, made and granted to the said David Giles as aforesaid, and the said recited indentures of assignment thereof, and the said piece or parcel of ground, and also the said messuage or tenement thereon erected and built, and all and singular other the premises, with the appurtenances, in and by the said recited indenture of lease demised to the said David Giles, by the said Watt Tyler, or meant, mentioned, or intended so to be, and all the estate, right, title, interest, property, profit, term of years now to come and unexpired, claim and demand whatsoever, of him the said John Jones, of, in, and to the same, and every part and parcel thereof, by force and virtue of the said recited indenture of lease and indentures of assignment, or otherwise howsoever:

To have and to hold the said recited indenture of lease and indentures of assignment, piece or parcel of ground, and messuage or tenement thereon built, and all and singular other the premises, with the appurtenances herein and hereby granted, bargained, sold, assigned, transferred, and set over, or meant, mentioned, or intended so to be, unto the said Paul Poe, his executors, administrators, and assigns, from the day of the date of these presents, for and during all the rest, residue, and remainder of the said term of — years, in and by the said recited indenture of lease granted, and therein now to come and unexpired. And the said John Jones, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said Paul Poe, his executors, administrators, and assigns, by these presents, that he the said John Jones, hath not made, done, or committed, or wittingly, or willingly suffered, or caused, or procured to be made, done, or committed, any act, matter, or thing whatsoever, whereby or by reason or means whereof the said recited indenture of lease, indentures of assignment, piece or parcel of ground, messuage or tenement, or any of them, is, are, shall, or may be impeached, charged, vacated, or incumbered, in title, charge, estate, or otherwise howsoever. And this indenture further witnesseth, That for and in consideration of the further sum of — dollars to the said Joseph King in hand, also well and truly paid by the said Paul Poe, at or before the sealing and delivery of these presents, the receipt whereof the said Joseph King doth hereby acknowledge, and thereof and of every part and parcel

thereof, doth clearly and absolutely acquit, release, and discharge, the said Paul Poe, his executors, administrators, and assigns, for ever, by these presents, which said sums of — dollars, and — dollars, make together the said sum of — dollars, and are in full of the purchase money agreed to be given for the said premises by the said Paul Poe; he the said Joseph King, hath granted bargained, sold, assigned, released, and confirmed, and by these presents doth fully and absolutely grant, bargain, sell, assign, release, and confirm unto the said Paul Poe, his executors, administrators, and assigns, the said recited indenture of lease made and granted to the said David Giles as aforesaid, and the said piece or parcel of ground, and messuage or tenement thereon built, and all and singular other the premises, with the appurtenances in and by the said recited indenture of lease demised to the said David Giles, by the said Watt Tyler, or meant, mentioned, or intended so to be; and all the estate, right, title, interest, profit, property, term of years now to come and unexpired, equity and benefit of redemption, claim and demand whatsoever of him the said Joseph King, both in law and equity, or otherwise howsoever, of, in, and to the said premises, every or any part or parcel thereof, and all deeds, evidences and writings, touching and concerning the said hereby assigned premises, or any part thereof now in the custody or power of the said Joseph King, or any other person or persons, for his use, or in trust for him. To have and to hold the said recited indenture of lease, piece or parcel of ground, messuage or tene-

ment thereon built, and all and singular other the premises, with the appurtenances herein before mentioned, or intended to be hereby granted, bargained, sold, assigned, released, and confirmed, and every part and parcel thereof, unto the said Paul Poe, his executors, administrators, and assigns, from henceforth for and during all the rest, residue, and remainder of the said term of — years, in and by the said recited indenture of lease granted, now to come and unexpired. And the said Joseph King, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said Paul Poe, his executors, administrators, and assigns, by these presents, in manner following, that is to say: That the said recited indenture of lease, made and granted to the said David Giles as aforesaid, at the time of the sealing and delivery of these presents, is good, and effectual and valid in law, of and for the premises thereby demised, and that the same and the term of years thereby leased are now in being, and in no wise forfeited, surrendered, incumbered, or become void or voidable; and that they the said John Jones and Joseph King have, or one of them hath, in themselves or himself good right, full power, true title, and lawful and absolute authority to grant, bargain, sell, assign, transfer and set over the premises meant or intended to be hereby assigned, with their and every of their appurtenances unto the said Paul Poe his executors, administrators, and assigns, in manner and form aforesaid: And that he the said Paul Poe, his executors, administrators, or assigns, shall, or lawfully may, from time to time, and at all

times hereafter, for and during all the residue and remainder of the said term of — years, in and by the said recited indenture of lease granted, yet to come and unexpired, peaceably and quietly have, hold, use, occupy, possess, and enjoy, all and singular the premises hereby granted and assigned, or meant, mentioned, or intended so to be, and every part or parcel thereof, with their and every of their appurtenances, without any let, suit, trouble, denial, eviction, ejection, or interruption, of or by them the said John Jones and Joseph King, or either of them, their or either of their executors, administrators, or assigns, or of or by any other person or persons whomsoever, and that free and clear, and freely and clearly acquitted and discharged, or otherwise well and sufficiently saved, kept harmless, and indemnified of, and from all and all manner of former and other gifts, grants, bargains, sales, leases, assignments, mortgages, surrenders, re-entries, judgments, executions, extents, statutes, and recognizances, and of, and from all other estates, titles, troubles, charges, and incumbrances whatsoever, had, made, committed, done, or wittingly or willingly suffered, or to be had, made, committed, done, or suffered by the said John Jones and Joseph King, or either of them, their or either of their executors, administrators, or assigns, or by or with their, any or either of their privity, consent, or procurement, or by any other person or persons whatsoever (except one indenture of lease bearing date the — day of — whereby the said Joseph King demised to Titus Dull, of —, his executors, administrators, and assigns, the aforesaid message

or tenement, known by the sign of the Blue Bell, part of the premises hereby assigned, from the first day of April, then last, for the term of fourteen years, at and under the yearly rent of three hundred dollars, payable quarterly; which said rent of three hundred dollars, is from henceforth to be paid to the said Paul Poe, his executors, administrators, or assigns :) And further, that he the said Joseph King, his executors, administrators, and all and every other person or persons lawfully claiming or to claim the premises, by, from or under him, them, or any of them, except as aforesaid, shall and will from time to time, and at all times hereafter, during the remainder of the said term of — years now to come and unexpired, at the request, costs, and charges in the law, of the said Paul Poe, his executors, administrators, and assigns, make, do, and execute, or cause and procure to be made, done, and executed, all and every such further and other lawful and reasonable act and acts, thing and things, deeds, conveyances, assignments, and assurances in the law whatsoever, for the further, better, more perfect, and absolute conveying, assigning, and assuring the said hereby assigned premises, unto the said Paul Poe, his executors, administrators, and assigns, for all the rest, residue, and remainder of the said term of —, which shall be then to come and unexpired, as by the said Paul Poe, his executors, administrators, or assigns, or his or their counsel learned in the law, shall be reasonably advised, devised, or required: And lastly, the said Paul Poe, for himself, his executors, administrators, and assigns, doth covenant, promise, and grant, to and with the

said Joseph King, his executors and administrators, that he the said Paul Poe, his executors, administrators, or assigns, some or one of them, shall and will from time to time, from henceforth, for and during the remainder of the said term of — years, now to come and unexpired, well and truly pay the said yearly rent of three hundred dollars, at the times and in such manner as in and by the said recited indenture of lease, the same is reserved, and which shall from henceforth grow due, and perform all and every the covenants contained in the said recited indenture of lease, which on the tenant's or lessee's part or behalf, from henceforth are or ought to be kept and performed, and also shall and will from time to time and at all times hereafter, save, defend, keep harmless, and indemnified, the said Joseph King, his executors, and administrators, of and from all costs, charges, suits, damages and expenses whatsoever, which he or they shall or may bear, pay, or sustain, for or by reason or means of the non-payment of the said yearly rent or sum of three hundred dollars, which from henceforth shall become due and payable, or any future non-performance of any of the covenants in the said recited indenture of lease contained. In witness, &c.

Transfer of Shares in a Company.

FOR value received, I, Samuel Stiles of —, assign the whole of my right, title, and interest, of, in and to ten shares in the Columbia Bridge company of Pennsylvania, to Richard Meade, of —, and constitute him, his assigns, and substitutes, my attorney

and attorneys, with full power to receive in his or their name or names, certificates for the said shares, hereby obliging myself at his or their request to do all necessary matters and things for the more effectually transferring the said shares to him or them. Witness my hand and seal, this — day of — Anno Domini —.

Acknowledged before me, notary public for the commonwealth of Pennsylvania, this — day of —.

ADAM ANDREWS.

Of Shares of Stock.

* FOR value received, Samuel Slow, named in the thirty-one certificates hereto annexed, which are numbered as follows, viz. No. — and No. —, assign the shares of stock therein mentioned, to Charles Maxwell, of —, and constitute him, his assigns, and substitutes, my attorney and attorneys, with full power to receive, in his or their name or names, certificates for the said shares; hereby obliging myself, my heirs, and executors, at the request of the said Charles or his assigns and substitutes, to do all necessary matters and things for the more effectually transferring the said shares to him or them. Witness, &c.

Acknowledged, &c. as in the preceding.

Of a Deed.

KNOW ALL MEN BY THESE PRESENTS, That Charles Davis, the grantee within named, and Mary his wife,

* The stock should be annexed and sewed through this place by a ribbon, and the notarial seal impressed on it.

for and in consideration of the sum of nine hundred dollars, to them in hand paid by Evan Thomas, of, &c. at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, and set over, and by these presents do grant, bargain, sell, assign, and set over, unto the said Evan Thomas, his heirs and assigns, all that the within mentioned messuage, tenement, and tract of land, containing, &c. *Together* with all and singular the rights, members, and appurtenances whatsoever thereunto belonging or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof. *To have and to hold* the said messuage, tenement, and tract of land, hereby granted and assigned, or mentioned or intended so to be, with the appurtenances, unto the said Evan Thomas, his heirs and assigns, to the only proper use and behoof of the said Evan, his heirs and assigns for ever. And the said Charles Davis, and his heirs the said hereby granted and assigned premises, with the appurtenances, unto the said Evan, his heirs and assigns, against him the said Charles, and his heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim, by, from, or under him, them or any of them, shall and will warrant and for ever defend by these presents. In witness whereof, &c.

Of a Lease.

KNOW ALL MEN BY THESE PRESENTS, That I, the within named Caleb Dunn, for and in consideration of the sum of one thousand dollars to me in hand paid by Enoch Fry, of, &c. at and before the sealing

and delivery hereof, the receipt whereof I do hereby acknowledge, have granted, assigned and set over, and by these presents do grant, assign, and set over, unto the said Enoch Fry, his executors, administrators, and assigns, the within indenture of lease, and all that messuage, &c. thereby demised, with the appurtenances: And also all my estate, right, title, term of years yet to come, claim, and demand whatsoever, of, in, to, or out of the same. To have and to hold the said messuage, &c. unto the said Enoch, his executors, administrators and assigns, for the residue of the term within mentioned, under the yearly rent and covenants within reserved and contained on my part and behalf to be done, kept and performed. In witness, &c.

Of a Mortgage.

KNOW ALL MEN BY THESE PRESENTS, That I, A. B. the mortgagee within named, for and in consideration of the sum of sixteen hundred dollars, to me in hand paid by C. D. of, &c. at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, and set over, and by these presents do grant, bargain, sell, assign, and set over, unto the said C. D. his heirs and assigns, the within indenture of mortgage, and all that messuage, &c. therein mentioned and described, together with the rights, members, and appurtenances thereunto belonging, and all my estate, right, title, and interest therein. To have and to hold all and singular the premises hereby granted and assigned, or mentioned or intended so to be, unto the

said C. D. his heirs and assigns, for ever, subject nevertheless to the right and equity of redemption of the within named E. F. his heirs and assigns (if any they have) in the same. In witness whereof, &c.

Of an Apprentice.

KNOW ALL MEN BY THESE PRESENTS, That I, the within named David Benson, for divers good causes and considerations, have assigned and set over, and by these presents (as far as I lawfully may or can) do assign and set over the within indenture, and the apprentice therein named, unto Israel Cohen, his executors, administrators, and assigns, for the residue of the term within mentioned, he and they performing all and singular the covenants therein contained on my part to be kept and performed, and indemnifying me from the same. In witness, &c.

☞ This assignment cannot be made, unless the indenture extends to assigns, and then not without the consent of all the parties therein named, which must be in writing, and certified before a Justice of Peace.

AWARD.

A REFERENCE—AN APPOINTMENT OF AN UMPIRE BY THE REFEREES—AND AN AWARD BY THAT UMPIRE.

The Reference.

WHEREAS by articles of co-partnership, bearing date the first day of January in the year of our Lord 1821,

made between Thomas James of the first part; George Gordon, of the second part; and Charles James, of — eldest son of the said Thomas James, of the third part: It is witnessed, that for the considerations therein mentioned, they the said parties thereto did become, and agree to continue partners and joint traders together, in the art, trade, mystery, or business of a merchant, from the day of the date thereof, for and during their joint lives, and the joint lives of the two of the said three which should happen to survive: And that from and after the — day of —, which should be in the year of our Lord —, they the said parties should each of them have a several right, interest, and property in and to one full third part of the stock and utensils in trade, which should belong to the said partnership, and in and to the increase and gain that should grow or arise by the means of the said joint trade: And it was by the same articles, amongst other things, declared and agreed, by and between the said parties thereto, that when and so often as any controversy, difference, or dispute, should happen or arise between the said parties, their executors, administrators, or assigns, or any of them touching or concerning the said partnership or the joint stock or trade thereof, or in respect of any matter or thing not thereby fully determined, set down, explained, or declared; then, and in every such case, before any suit in law or equity should be commenced, each of the said parties and his executors, administrators, and assigns, should refer the consideration of every such controversy, difference and question, to two discreet and indis-

ferent persons, to be named and appointed by the parties so contending, who should hear and determine the same; and in default of their determination and award therein, should have power to elect and make choice of a third person for umpire, who alone should hear and determine such controversy, difference, and dispute; and whatever award touching or concerning such controversy, difference, and dispute, should be made and delivered, or given in writing, indented, under the hands and seals of such arbitrators, within thirty days next after their election, or under the hand and seal of such umpire within fifteen days next after his election, each of the several parties thereto, and his and their executors and administrators respectively, should well and truly abide by, keep, accomplish, perform, and fulfil, as in and by the said in part recited articles, relation being thereto had, may appear. And whereas the said Charles James departed this life, intestate, on or about the — day of —, which was in the year of our Lord —, but no letters of administration have yet been granted of his estate and effects: And whereas the said Thomas James also departed this life on or about the — day of —, which was in the said year —, having duly made and published his last will and testament in writing, with a codicil thereto, and appointed his wife Henrietta James sole executrix thereof, who dying in the lifetime of the said Thomas James, administration of his estate and effects, with his will and codicil annexed, hath been duly granted by the register of Philadelphia county, to his son the said Joseph James: And

whereas differences have arisen between the said George Gordon, and the said Joseph James, as administrator of the said Thomas James, as aforesaid, with regard to a demand of one thousand dollars, made by the said George, for the charge and expense of his keeping sundry horses several years before the decease of the said Charles James, in order to perform the said co-partnership business; and likewise as to a demand of five hundred dollars made by the said George, for the expense of his keeping sundry horses after the decease of the said Charles, to the death of the said Thomas James*. Now therefore know ye, that we the said George Gordon and Joseph James, have nominated and appointed, and by these presents do nominate and appoint Henry Hughs, of —, and Matthew Maine, of —, two discreet and indifferent persons to be arbitrators between us, to whom we refer the consideration of the said differences, to hear and determine the same. In witness, &c.

The Election of an Umpire.

TO ALL to whom these presents shall come, we Henry Hughes, of —, and Matthew Maine, of —, send greeting: Whereas [here insert the same recitals as in the Reference as far as,* and proceed as follows,] which said differences were referred by the said George Gordon and Joseph James, to the consideration of us the said Henry Hughes and Matthew Maine, to hear and determine the same, and we not being able to compromise and determine such differences, have therefore elected

and made choice of, and by these presents do elect and make choice of Henry Higgins, of ———, for umpire, to hear and determine the said differences between the said George Gordon and Joseph James. In witness, &c.

The Award.

WHEREAS [here insert the same recitals as in the first deed.] And whereas differences have arisen between the said George Gordon and the said Joseph James, as administrator of the said Thomas James, as aforesaid, with regard to a demand of one thousand dollars, made by the said George Gordon, for the charge and expense of his keeping sundry horses, several years before the decease of the said Charles James, in order to perform the said co-partnership business; and likewise as to a demand of five hundred dollars made by the said George, for the expense of his keeping sundry horses after the decease of the said Charles, to the death of the said Thomas, which said differences have been referred by the said George Gordon and Joseph James, to the consideration of Henry Hughes, of ———, and Matthew Maine, of ———, two discreet and indifferent persons named and appointed by the said George and Joseph, to determine the same: And whereas the said two arbitrators, not being able to compromise and determine the said differences, did, on the ——— day of ———, elect and make choice of me the said Henry Higgins, for umpire to hear and determine the same: Now therefore know ye, that I the said Henry, having fully considered all matters

relating to the premises, do by this my award and umpirage, award, order, decree, and adjudge, that the said George Gordon, his executors, administrators, or assigns, shall be paid and allowed the sum of three hundred dollars, by and out of the estate and effects in co-partnership between the said Thomas James, George Gordon, and Charles James, at the time of the decease of the said Charles, in full payment, satisfaction, and discharge, of and for all moneys, debts, and demands, due or owing unto the said George, by the said partners in co-partnership, in respect of his being at the expense of providing and keeping sundry horses, to attend the said co-partnership business previous to the decease of the said Charles: And I do hereby award, order, decree, and adjudge, that the said George Gordon, his executors, administrators, or assigns, shall likewise be paid and allowed the sum of one hundred dollars, by and out of the estate and effects in copartnership, between him and the said Thomas James, at the time of the decease of the said Thomas, in full payment, satisfaction, and discharge, of and for all moneys, debts, and demands, due or owing to the said George Gordon, in respect of his being at the expense of providing and keeping sundry horses, to attend the said co-partnership business, from the decease of the said Charles James, until the death of the said Thomas James. In witness, &c.

By Indorsement.

WE Abel Bon, and Caleb Doe, two of the arbitrators within named, having taken upon us the

burthen of the within arbitrament, heard the allegations of the parties, and deliberately considered thereof, do make this our award upon and concerning all and singular the matters and things to us referred, in manner following, viz: First we do award and order, that the within bounden Enoch Frey, shall and do, on or before the — day of — next, by such deed or deeds as the within named Giles Hall, his heirs or assigns, or his or their counsel shall advise, well and sufficiently grant, convey, and assure unto the said Giles Hall, his heirs and assigns for ever, a certain messuage, and piece of ground, situated in —. And that upon the execution of the said conveyance, the said Giles Hall shall pay, or cause to be paid, unto the said Enoch Frey, the sum of — dollars, and shall also give security by bonds and mortgage, of the premises, (if required) for the payment of the sum of — dollars, in manner following, to wit, &c. And lastly, we award, that all controversies shall cease between the parties, and that each of them shall seal and execute a general release in writing, unto the other of them, of all actions, suits, and demands, to the day of the date of the within obligation. In witness, &c.

By an Umpire.

WHEREAS [recite the bond.] And whereas the said arbitrators did not make any award in the premises, within the time for that purpose limited as aforesaid; but by writing under their hands, dated the sixth day of April now last past, did agree, that

I, Andrew Brown, should be the umpire concerning the same. Now, &c.

Upon a Rule of Reference made at the Trial of a Cause.

WHEREAS, at a Court of Common Pleas held at Reading, on the —— day of ——, a cause came on there to be tried, wherein Richard Fell, of ——, was plaintiff, and William Trueman, of ——, was defendant, and on such trial, by consent of both parties, their counsel and attorneys, an order or rule was then made, that the said cause should be referred to Thomas Thompson, Britton Jewett, and Nicholas Conwell, three of the jury, or any two of them, to hear and determine all the said differences, so as the said Thomas Thompson, and Nicholas, or any two of them, should make and publish their award in writing, on or before the —— day of —— next: Now we the said Thomas Thompson, Britton Jewett, and Nicholas Conwell, in pursuance of the said order or rule of reference, having heard both the said parties, their allegations, and answers, touching the matters in difference between them, and having thoroughly considered of the same, do award, order, and adjudge, of and upon the premises, in manner and form following: First, we do award and order that the said Richard Fell shall consent that the sum of five hundred dollars, paid by him into the said Court of Common Pleas, be received out of the said court by him the said William Trueman, to the proper use of him the said William. Secondly, we do award and order, that the said Richard Fell

shall well and truly pay, or cause to be paid, unto the said William Trueman the sum of seven hundred dollars, on the — day of — next, at the house of Titus Rose, of —, between the hours of ten and twelve of the clock of the same day. Thirdly, we do award and order, that the said William Trueman shall, upon the receipt of the said five hundred dollars out of the said Court of Common Pleas, and on payment of the said sum of seven hundred dollars, execute unto the said Richard Fell a general release of the matters to us referred, and that the said Richard shall at the same time execute unto the said William the like release. In witness, &c.

BARGAIN AND SALE.

Of Lands.

THIS INDENTURE, made the fifteenth day of March, in the year of our Lord one thousand eight hundred and twenty-nine, between Andrew Brown, of —, of the one part, and Charles Doran, of —, of the other part, witnesseth, That the said Andrew Brown, for and in consideration of the sum of five thousand dollars, to him the said Andrew, in hand well and truly paid, the receipt whereof is hereby acknowledged, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said Charles Doran, his heirs and assigns, all

those messuages, &c. and also all trees, woods, underwoods, ways, water-courses, profits, commodities, advantages, hereditaments, and appurtenances whatsoever, to the said messuages, &c. above mentioned belonging, or in any wise appertaining; and the reversion and reversions, remainder and remainders, rents, issues, and profits of the said premises, and of every part and parcel thereof; and all the estate, right, title, interest, claim, and demand whatsoever of him the said Andrew Brown, of, in and to the said messuages, &c. and premises, and every part thereof: To have and to hold the said messuages, &c. and all and singular other the premises above mentioned, and every part and parcel thereof, with the appurtenances unto the said Charles Doran, his heirs and assigns, to the only proper use and behoof of the said Charles, his heirs and assigns for ever. And the said Andrew Brown, for himself and his heirs, the said messuages, &c. and premises, and every part thereof, against him and his heirs, and against all and every other person and persons whatsoever, to the said Charles Doran, his heirs and assigns, shall and will warrant and for ever defend by these presents. In witness, &c.

Of Land, held by Warrant.

KNOW ALL MEN BY THESE PRESENTS, That I, Allen Brown, of the city of Philadelphia, and state of Pennsylvania, for and in consideration of the sum of —, to me in hand paid by Charles Duck, of —, at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted,

bargained, sold, released and confirmed; and by these presents do grant, bargain, sell, release, and confirm, unto the said Charles, his heirs and assigns, all my estate, right, title, interest, property, claim, and demand, whatsoever, of, in, to, or out of a certain tract or parcel of land, situated in —, containing one hundred acres, or thereabouts, be the same more or less, surveyed, or intended to be surveyed, by virtue of a warrant for the same, bearing date the —: Together with all and singular the rights, members, and appurtenances, thereunto belonging; and the reversions and remainders, rents, issues, and profits thereof; and together with the said warrant, and all benefit and advantage thereof, to have and to hold the said tract of land, and premises, hereby bargained and sold, or mentioned, or intended so to be, with the appurtenances, unto the said Charles Duck, his heirs and assigns, to the only proper use and behoof of the said Charles, his heirs and assigns, for ever: And the said Allen Brown, and his heirs, the said hereby granted premises, unto the said Charles, his heirs and assigns, against him the said Allen, and his heirs, and against all and every other person and persons whomsoever, lawfully claiming, or to claim by, from, or under him, them, or any of them, shall and will warrant, and for ever defend, by these presents. In witness, &c.

BILL.

—
Single.

KNOW ALL MEN BY THESE PRESENTS, That I, Andrew Brown, of ———, do acknowledge myself to owe and be indebted unto Richard Trout, of ———, the sum of ———, lawful money of the United States, to be paid to the said Richard, his executors, administrators, or assigns, upon the ——— day of ——— next ensuing the date hereof; to which payment well and truly to be made, I bind myself, my heirs, executors, and administrators, firmly by these presents. In witness, &c.

A. B.



Penal.

This bill bindeth me, Andrew Brown, of ———, in the sum of four hundred dollars, to be paid unto Jonas Yeates, his certain attorney, executors, administrators, or assigns, on or before the ——— day of ———, which will be in the year ———, together with lawful interest for the same: For the true payment whereof, I do bind myself, my heirs, executors and administrators, and every of them, unto the said Jonas Yeates, his executors, administrators, and assigns, in the penal sum of eight hundred dollars. In witness, &c.

A. B.



Judgment.

This bill bindeth me Allen Brown, of —, in the sum of two hundred dollars, to be paid unto Clement Dunn, his certain attorney, executors, administrators, or assigns, on or before the — day of —, which will be in the year —, together with lawful interest for the same: for the true payment whereof I do bind myself, my heirs, executors, and administrators, and every of them, unto the said Clement Dunn, his executors, administrators, and assigns, in the penal sum of four hundred dollars. And further, I do hereby empower any attorney of any of the courts of record of this state, or elsewhere, to appear for me, and after one or more declarations filed for the above penalty, thereupon to confess judgment or judgments against me, as of last, next, or any other subsequent term, with stay of execution till the said — day of —, in the year — and release of errors. In witness, &c.

☞ This power to confess judgment may also be added after a common bond.

In Pennsylvania, by virtue of a special act of assembly, judgment may be confessed without any declaration having been filed, the prothonotary being empowered to enter judgment, on the mere presentation of the bond or bill or note, containing a warrant of attorney for that purpose.—*Act 24 Feb. 1806.*

BILL OF EXCHANGE.

\$ 500 00

Philadelphia, June 1, 1829.

*Ten days after sight, pay to the order of Mr. James
Leyman, Five Hundred Dollars, value received, without further
advice, which charge to the account of*

David Jones

*Meyers. Lloyd, Thomas, & Co
New York.*

A SET OF BILLS.

No. 344. Ex. £100 *Fig.* Philadelphia, May 21, 1829.

Sixty days after sight, of this my first of exchange, (second and third of the same tenor and date not paid) pay to Messrs. Brown, Robinson, & Co., or order, One Hundred Pounds Sterling, value received, and charge the same, without further advice, to

Andrew Brown.

*Messrs. Jones, Jacobs, & Co.
London.*

A SET OF BILLS.

No. 344. Ex. £100 *Gig.* Philadelphia, May 21, 1829.

Sixty days after sight, of this my second of exchange,
(first and third of the same tenor and date not paid) pay to
Messrs. Brown, Robinson, & Co., or order, One Hundred
Pounds Sterling, value received, and charge the same, without
further advice, to

Andrew Brown.

Messrs. Jones, Jacobs, & Co.
London

A SET OF BILLS.

No. 344. Co. £100 *Sig.* Philadelphia, May 21, 1829.

Sixty days after sight, of this my third of exchange, (first and second of the same tenor and date not paid) pay to Messrs. Brown, Robinson, & Co., or order, One Hundred Pounds Sterling, value received, and charge the same, without further advice, to

Andrew Brown.

*Messrs. Jones, Jacobs, & Co.
London.*

BILL OF SALE.

Of Goods.

KNOW ALL MEN BY THESE PRESENTS, That I, Peter Stone, of, —, merchant, for and in consideration of the sum of nine hundred dollars to me in hand paid by Isaac Leak, of the same place, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have bargained, sold, and delivered, and by these presents do bargain, sell, and deliver, unto the said Isaac Leak, [here insert the particulars of the goods sold:] To have and to hold the said [goods,] unto the said Isaac Leak, his executors, administrators, and assigns, to his and their own proper use and benefit, for ever. And I, the said Peter Stone, my heirs, executors, and administrators, the said bargained premises unto the said Isaac Leak, his executors, administrators, and assigns, from and against all person and persons whomsoever, shall and will warrant, and for ever defend, by these presents. In witness whereof, &c.

Of Goods and Chattels.

KNOW ALL MEN BY THESE PRESENTS, That I, Adam Brown, of —, in consideration of five hundred dollars, to me in hand paid by Charles Drew, of —, at and before the sealing and delivery of these presents, the receipt whereof I do hereby acknowledge, have granted, bargained, sold, and confirmed, and by these presents do grant, bargain, sell, and

confirm, unto the said Charles, all the goods, household stuff, and implements of household, and all other goods and chattels, whatsoever, mentioned in the schedule hereunto annexed, now remaining, and being in —: To have and to hold all and singular the said goods, household stuff, and implements of household, and every of them, by these presents granted, bargained, sold, and confirmed unto (the only proper use and behoof of) the said Charles, his executors, administrators, and assigns, for ever, freely, quietly, peaceably, and entirely, without any contradiction, claim, disturbance, or hindrance of any person whatsoever, and without any account to me, or to any other whatsoever, to be made, answered, or hereafter to be rendered; so that neither I the said Adam Brown, nor any other for me, or in my name, ought to exact, challenge, claim, or demand, at any time or times hereafter, any right, title, interest, or demand, of, in, to, or for the said goods, household stuff, and implements of household, or any part or parcel thereof, but from all action, right, title, estate, claim, demand, possession, and interest thereof, shall be wholly barred and excluded, by force and virtue of these presents. And I the said Adam Brown, for myself, my executors, and administrators, shall and will warrant and for ever defend all and singular the said goods and household stuff unto the said Charles Drew, his executors, administrators, and assigns, against me the said Adam, my executors, administrators, and assigns, and against all and every other person and persons whatsoever, of which goods, household stuff, implements of household, and all

other goods and chattels whatsoever, mentioned in the schedule hereunto annexed, I the said Adam Brown have put the said Charles Drew in full possession, by delivering him one chair and one table, being part of the said goods and chattels, in the name of all the said goods and chattels, at the sealing and delivery hereof. In witness, &c.

Sealed and delivered, and livery and possession of the goods and premises above bargained and sold, delivered by the said Adam Brown, giving and delivering to the said Charles Drew, one chair and one table, in the name of the whole goods and premises, in the presence of, &c.

BOND.

Common Form.

KNOW ALL MEN BY THESE PRESENTS, That I, Andrew Brown, of the city of Cincinnati, and state of Ohio, merchant, am held and firmly bound unto Bryan Allison, of the said city, gentleman, in the sum of one thousand dollars, [this amount is called the *penal* sum, and is always double the amount of the real debt, in order to cover interest, costs, and other contingencies] good and lawful money of the United States, to be paid to the said Bryan Allison, or his certain attorney, executors, administrators, or assigns; to which payment well and truly to be made, I do bind myself, my heirs executors, administrators,

and every of them firmly by these presents. Sealed with my seal, dated the first day of May, A. D. one thousand eight hundred and twenty-nine.

THE CONDITION of this obligation is such, that if the above bound Andrew Brown, his heirs, executors, administrators, or any of them, shall and do well and truly pay, or cause to be paid, unto the above named Bryan Allison, his executors, administrators, or assigns, the just and full sum of five hundred dollars lawful money aforesaid, with legal interest for the same, on or before the first day of January, in the year of our Lord one thousand eight hundred and thirty-one, without fraud or further delay, then this obligation to be void and of no effect, or else to remain and be in full force and virtue in law.*

Signed, Sealed and delivered }
 in presence of }
 A. B.
 C. D.



From Two to One.

KNOW ALL MEN BY THESE PRESENTS, That we, Allen Brown and Charles Duncan, both of the city of Baltimore, and state of Maryland, merchants, are held, and firmly bound unto Edward Fry, of the said city, gentleman, in the sum of five hundred

* By adding the following, after "virtue in law," it becomes a judgment bond:—"And further, I do hereby empower any attorney of any of the courts of record of this state, or elsewhere, to appear for me, and after one or more declarations filed for the above penalty, thereupon to confess judgment or judgments against me, as of last, next, or any other subsequent term, with stay of execution till the said — day of —, in the year —, and release of errors."

dollars, good and lawful money of the United States, to be paid to the said Edward Fry, or his certain attorney, executors, administrators, or assigns, to which payment well and truly to be made, we bind ourselves, and each of us, by himself [*if one of the obligors be a woman, write thus, viz. by him and herself,*] for and in the whole, our heirs, executors, and administrators, and each of us firmly by these presents. Sealed with our seals, dated this tenth of April, in the year of our Lord one thousand eight hundred and twenty-nine.

THE CONDITION of this obligation is such, that if the above bound Allen Brown and Charles Duncan, or either of them, their or either of their heirs, executors, or administrators, do and shall well and truly pay, or cause to be paid to the said Edward Fry, his executors, administrators, or assigns, the full sum of two hundred and fifty dollars, lawful money, aforesaid, with legal interest for the same, on or before the — day of — which shall be in the year of our Lord one thousand eight hundred and thirty, then this obligation to be void, otherwise to be and remain in full force and virtue.

From Three to Three.

KNOW ALL MEN BY THESE PRESENTS, That we, Amos Box, of —, Charles Dull, of — and Enoch Fries, of —, are held and firmly bound to George Hay, of —, Isaac King, of —, and Leonard Miller, of —, in the sum of — dollars to be paid to the said George Hay, Isaac King, and

Leonard Miller, or some of them, or their certain attorneys, executors, administrators, or assigns; to which payment well and truly to be made, we bind ourselves, and every of us by himself, for and in the whole, our heirs, executors and administrators, and every of them firmly by these presents. Sealed, &c.

From Several, Male and Female.

KNOW ALL MEN BY THESE PRESENTS, That we Benjamin Burns, of the city of Philadelphia, hatter; William Burns, of the said city, tanner; Robert Graham, of the borough of Norristown, painter; George Howell, of the said borough, druggist; and Jeremiah Gale, of the city of Lancaster, gentleman; Jacob Jones and Israel Jones, likewise of the said city of Lancaster, distillers, and co-partners in trade; Maria Williams, of —, spinster, and Jane Donell, of —, widow, all in the state of Pennsylvania; are held and firmly bound to Theodore Brown, of the city of Philadelphia, merchant, in the sum of five thousand dollars, good and lawful money of the United States, to be paid unto the said Theodore Brown, or his certain attorney, executors, administrators, or assigns, for the true payment whereof, we bind ourselves and each of us, by himself and herself, for the whole and every part thereof, our and each of our heirs, executors, administrators, and each of them, firmly by these presents. Sealed with our seals, and dated the —.

THE CONDITIONS, &c.

From Three to One.

KNOW ALL MEN BY THESE PRESENTS, That we, Andrew Bell, Caleb Brown, and Edward French, all of the city of Philadelphia, and state of Pennsylvania, merchants, are held and firmly bound unto George Hughes, of the said city, in the sum of one thousand dollars, good and lawful money of the United States, to be paid to the said George Hughes, or his certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves and every one of us by himself [*but if a female be an obligor, then as in the last*] for and in the whole, our heirs, executors, and administrators, and every of us firmly by these presents. Sealed, &c.

THE CONDITION of this obligation is such, That if the above bound Andrew Bell, Caleb Brown, and Edward French, or either or any of them, their or either or any of their heirs, executors, or administrators, do and shall, &c.

From One to Two.

KNOW ALL MEN BY THESE PRESENTS, That I, Andrew Bell, of the city of Philadelphia, and state of Pennsylvania, merchant, am held and firmly bound unto James Williamson and George Hughes, both of the said city, gentlemen, in the sum of one thousand dollars, good and lawful money of the United States, to be paid to the said James Williamson and George Hughes, or one of them, or to their certain attorneys, executors, administrators, or

assigns; to which payment well and truly to be made, I bind myself, my heirs, executors, and administrators, firmly by these presents. Sealed with my seal, dated this tenth day of April, in the year of our Lord one thousand eight hundred and twenty-nine.

THE CONDITION of this obligation is such, that if the above bound Andrew Bell, his heirs, executors, or administrators, do and shall well and truly pay or cause to be paid, to the above named James Williamson and George Hughes, or either of them, their or either of their executors, administrators, or assigns, the full sum of five hundred dollars, lawful money aforesaid, then this obligation to be void, and of none effect, otherwise to remain and be in full force and virtue in law.

From Three to Three.

KNOW ALL MEN BY THESE PRESENTS, That we Lionel Lincoln, Manuel Myers, and Nicholas Nathans, all of the city of Philadelphia, and state of Pennsylvania, merchants, are held and firmly bound unto Gerard Hughes, Israel Keating, and Leonard Martin, all of the city aforesaid, —, in the sum of ten thousand dollars, lawful money of the United States, to be paid to the said Gerard Hughes, Israel Keating, and Leonard Martin, or some of them, or their certain attorneys, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves and each of us by himself, for and in the whole, our heirs, executors, and ad-

ministrators, and each of them, firmly by these presents. Sealed, &c.

Bond with Warrant of Attorney to Confess Judgment.

KNOW ALL MEN BY THESE PRESENTS, That I, Thomas Brown, of ———, in the county of ———, and commonwealth of ———, am held and firmly bound unto Simon Quin, of ———, in the sum of one thousand dollars, to be paid unto the said Simon Quin, or his certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made and done, I do bind myself, my heirs, executors, and administrators, and each of them, firmly by these presents. Sealed with my seal, dated the ——— day of ———.

THE CONDITION of this obligation is such, that if the above bound Thomas Brown, his heirs, executors, administrators, or any of them, shall and do well and truly pay or cause to be paid, unto the above named Simon Quin, his executors, administrators, or assigns, the just and full sum of five hundred dollars, with legal interest for the same, on or before the ——— day of ———, without fraud or further delay, then this obligation to be void, and of none effect, or else to be and remain in full force and virtue.

To David Brown, esquire, attorney of the Court of Common Pleas of the County of ——— in the State of ——— or to any other attorney of the said court, or of any other court elsewhere.

Whereas I, Thomas Brown, of ———, by a certain obligation, bearing even date herewith, do stand

bound unto Simon Quin, of —, in the sum of — [penalty.] conditioned for the payment of — [real debt.] These are to desire and authorize you or any of you, to appear for me, my heirs, executors, or administrators, in the said court, or elsewhere, in an action of debt there or elsewhere brought, or to be brought, against me, my heirs, executors, or administrators, at the suit of the said Simon Quin, his executors, administrators, or assigns, on the said obligation, as of any term, or time past, present, or any other subsequent term or time, there or elsewhere to be held, and confess judgment or judgments thereupon against me, my heirs, executors, or administrators, for the said sum of — [penalty.] debt, besides costs of suit, by *non sum informatus, nihil dicit*, or otherwise, as to you shall seem meet: and for your, or any of your so doing, this shall be your sufficient warrant. And I do hereby for myself, my heirs, executors, and administrators, remise, release, and for ever quit claim unto the said Simon Quin, his certain attorney, executors, administrators, and assigns, all and all manner of error and errors, misprisions, misentries, defects, and imperfections whatever, in the entering of the said judgment, or judgments, or any process or proceedings thereon, or thereto, or in any wise touching or concerning the same. In witness whereof, I have hereunto set my hand and seal the — day of —. Sealed and delivered, &c.

THOMAS BROWN.

A B.

C. D.



Short Power of Attorney to Confess Judgment.

AND further, I do hereby empower any attorney of the Court of Common Pleas of —— county, or any other Court of Record of —— or elsewhere, to appear for me, and, after one or more declarations filed for the above penalty, thereupon to confess judgment or judgments, as of last, next, or any subsequent term, with stay of execution, until the day of payment herein before contained.

Sealed and delivered }
 in the presence of us, }
 [Two witnesses.]

 COMPOSITION.

With Creditors.

TO ALL TO WHOM THESE PRESENTS SHALL COME: We whose names are here under written, and seals affixed, creditors of Amos Brown, of ——, send greeting: Whereas the said Amos Brown doth justly owe, and is indebted unto us, his said several creditors, in divers sums of money; but by reason of many losses, disappointments, and other damages happened unto the said Amos, he is become unable to pay and satisfy us our full debts and just claims and demands, and therefore we the said creditors have resolved and agree to undergo a certain loss, and to accept of twenty-five cents for every dollar owing by the said Amos Brown to us the several

and respective creditors aforesaid, to be paid in full satisfaction and discharge of our several and respective debts: Now know ye, that we the said creditors of the said Amos, do for ourselves severally and respectively, and for our several and respective heirs, executors, and administrators, covenant, promise, compound, and agree, to and with the said Amos, his executors and administrators, and to and with each of them by these presents, that we the said several and respective creditors, and our several and respective executors, administrators, and assigns, shall and will accept, receive, and take, of and from the said Amos Brown, his executors and administrators, for each and every dollar that the said Amos doth owe and is indebted to us the said several and respective creditors, the sum of twenty-five cents in full discharge and satisfaction of the several debts and sums of money that the said Amos Brown doth owe and stand indebted unto us the said several and respective creditors, to be paid unto us the said several and respective creditors, our several and respective executors, administrators, or assigns, within the time or space of six months next after the date of these presents: And we the said several and respective creditors, do severally and respectively, for ourselves, our several and respective heirs, executors, administrators, and assigns, covenant, grant, promise, and agree, to and with the said Amos Brown, his executors and administrators, that he the said Amos, his executors, administrators, and assigns, shall and may from time to time, and at all times within the said time or space of six months next ensuing the date

hereof, assign, sell, or otherwise dispose of his said goods and chattels, wares, and merchandises, at his and their own free will and pleasure, for and towards payment and satisfaction of the said twenty-five cents for every dollar the said Amos doth owe and is indebted as aforesaid, unto us the said respective creditors: And that neither we, the said several and respective creditors, nor any of us, nor the executors, &c. of any of us, shall or will, at any time or times hereafter, sue, arrest, molest, trouble, imprison, attach, or condemn the said Amos Brown, his executors, or administrators, or his or their goods and chattels, for any debt or other thing now due and owing to us, or any of us his respective creditors aforesaid; so as the said Amos Brown, his executors or administrators, do well and truly pay or cause to be paid unto us, his said several and respective creditors, the said sum of twenty-five cents for every dollar he doth owe and stand indebted unto us respectively, within the said time or space of six months next ensuing the date hereof. In witness, &c.

CONDITION.

For Payment of Money at Different Times.

THE condition of this obligation is such, That if the above bounden Daniel Man, his heirs, executors, administrators, or any of them, shall and do well and truly pay, or cause to be paid unto the

above named Henry Scull, his certain attorney, executors, administrators, or assigns, the just and full sum of one thousand dollars, lawful money as aforesaid, in manner following, to wit: three hundred dollars, part thereof, on the first day of June next ensuing the date hereof, three hundred dollars more thereof on the first day of December, then next following; and four hundred dollars, the residue, and in full payment thereof, on the first day of June, which will be in the year of our Lord one thousand eight hundred and twenty-nine, without fraud or further delay, then this obligation to be void: But if default shall be made in payment of any or either of the said sums on the days and times herein before mentioned and appointed for payment thereof respectively, then to be and remain in full force and virtue.

For Performance of Covenants.

THE condition of this obligation is such, That if the above bounden Daniel Man, his heirs, executors, administrators, and every of them, shall and do, in all things, well and truly observe, perform, fulfil, and keep, all and singular the covenants, grants, articles, clauses, provisos, conditions, and agreements whatsoever, which on the part and behalf of the said Daniel, are or ought to be observed, performed, fulfilled, and kept, comprised and mentioned in certain indentures of lease, bearing even date herewith, and made or mentioned to be made, between the said Daniel, of the one part, and the above named Henry Scull, of the other part, according to the purport, true intent, and meaning, of the same, then the above

obligation to be void : But if default be made in any of the cases aforesaid, then to be and remain in full force and virtue.

To Perform an Award.

THE condition of this obligation is such, That if the above bounden Daniel Man, his heirs, executors, and administrators, for his and their parts and behalf, shall and do, in all things, well and truly stand to, obey, abide, perform, fulfil, and keep, the award, order, arbitrament, final end, and determination, of C. D., E. F. and G. H., or any two of them, arbitrators indifferently elected, named, and chosen, as well on the part and behalf of the above bounden Daniel Man, as of the above named Henry Scull, to arbitrate, award, order, judge, and determine, of, for, upon, and concerning [here mention the matter in dispute] and also of and concerning all and all manner of action and actions, cause and causes of action, suits, bills, bonds, specialities, judgments, executions, extents, quarrels, controversies, trespasses, damages and demands, whatsoever, at any time or times heretofore had, made, moved, brought, commenced, sued, prosecuted, done, suffered, committed or depending by or between the said parties, for or by reason of any other matter, cause, or thing whatsoever, from the beginning of the world, to the day of the date hereof, so as the said award be made in writing, indented, under the hands and seals of the said arbitrators, or any two of them, and ready to be delivered to the said parties in difference, or such of them as shall require the same, on or before the

first day of May next ensuing the date hereof, [if by umpirage, proceed as follows: "But if the said arbitrators, or any two of them, do not make such their award, of and concerning the premises, by the time aforesaid; that then if the said Daniel Man, his heirs, executors, and administrators, for his and their parts and behalfs, do, in all things, well and truly stand to, obey, abide, perform, fulfil, and keep, the award, order, arbitrament, umpirage, final end, and determination, of such person as shall be named and chosen by the said arbitrators as umpire between the said parties, of and concerning the premises, so as the said umpire do make his award or umpirage of and concerning the same, in writing, indented under his hand and seal, ready to be delivered to the said parties, on or before the tenth day of May next,"] then the above obligation to be void: But if default be made in any of the cases aforesaid, then to be and remain in full force and virtue.

To Execute a Conveyance.

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THE CONDITION of this obligation is such, That if the said Charles Man, on or before the tenth day of September next ensuing the date hereof, or in case of his death before that time, if the heir or heirs of the said Charles, within three months, next after his decease, (if such heir or heirs shall be then of full age, or if within age, then within three months after such heir or heirs shall be of full age,) shall and do, upon the reasonable request, and at the proper cost and charges in the law, of the said Henry Scull, his heirs or assigns, make, execute, and acknowledge.

or cause so to be, all and every such act or acts, deed or deeds, conveyance or conveyances whatsoever, which shall be needful or necessary, for conveying, assuring, establishing, and confirming, unto the said Henry, his heirs and assigns, a good, pure, absolute, and indefeasible estate of inheritance in fee simple, clear of all incumbrances, of and in a certain messuage, &c. with the appurtenances: And, if in the mean time, and while and until the same deed or deeds shall be executed, the said Charles Man, his heirs and assigns, shall and do permit and suffer the said Henry Scull, his heirs and assigns, peaceably and quietly, to have, hold, and enjoy the same messuage and tract of land, then the above obligation to be void, or else to be and remain in full force and virtue.

To permit a Wife to make a Will.

WHEREAS a marriage is intended to be shortly had and solemnized between the above bounden Lewis Rahn and the said Martha Wayne, Now the condition of this obligation is such, That, if after the said intended marriage, the said Lewis shall and do permit and suffer the said Martha, to make her last will and testament in writing, and in and by the same, at her will and pleasure to bequeath or otherwise dispose of all such household furniture, wearing apparel, or other goods or chattels whatsoever, whereof she is now possessed: And if the said Lewis Rahn, his heirs, executors, or administrators, shall and do (on request to him or them made) well and truly deliver, or cause to be delivered, unto the

legatee or legatees named in the said will, their legal representatives or assigns, all such goods and chattels as shall be to them respectively bequeathed by the said will, according to the directions thereof, then the above obligation to be void and of none effect, or else to remain in full force and virtue.

☞ This bond to permit a wife to make a will, must not be made to the woman herself, but to some relation or friend for her use.

For Service of Apprentice.

WHEREAS A. B. son of the above bounden C. B. by indenture of apprenticeship, bearing even date with the above written obligation, hath bound and put himself apprentice to the above named E. F. with him to dwell and abide, from the day of the date hereof unto the full end and term of five years thence next ensuing, and fully to be complete and ended, as by the said indenture may more fully appear. Now the condition of this obligation is such, That if the said A. B. shall well and truly serve and dwell with the said E. F. after the manner of an apprentice, during all the said term of five years, according to the true intent and meaning of the said indenture: And if the said A. B. shall not, during the said term, waste, embezzle, or consume the goods and chattles of the said E. F. his executors, administrators, or assigns; but shall behave himself honestly and obediently towards the said E. F. his executors, administrators, or assigns, as a good and dutiful apprentice ought to do, during the said term, then the

above obligation to be void and of none effect, or else to remain in full force and virtue.

To refund a Legacy.

WHEREAS A. B. (the father of the said C. B.) by his last will and testament, bearing date, &c. did give and bequeath unto the said C. B. a certain legacy of two thousand dollars [or one equal fourth part of his estate, as the case may be] as by the said in part recited will, since the decease of the said A. B. duly proved and remaining in the Register's office at, &c. appears. Now the condition of this obligation is such, That if any part, or the whole, of the said legacy shall, at any time after the payment thereof to the said C. B. appear to be wanting to discharge any debt or debts, legacy or legacies, which the said executors shall not have other assets to pay: Then and in such case, if the said C. B. his heirs, executors, or administrators, shall and do return the said legacy, or such part thereof as shall appear to be necessary for the payment of the said debts, or the payment of a proportionable part of the said legacies, then the above obligation to be void and of none effect, or else to remain in full force and virtue.

Of a Treasurer of a Company.

WHEREAS, the above bounden Samuel Shaw has been chosen treasurer of the Lehigh Coal Company of Pennsylvania, by reason whereof he will receive into his hands divers sums of money, goods and chattels, and other things, the property of the said

company. Now the condition of this obligation is such, That if the said Samuel Shaw, his executors or administrators, at the expiration of his said office, upon request to him or them to be made, shall make and give unto such auditor and auditors as shall be appointed by the said company, a just and true account of all such sum or sums of money, goods and chattles, and other things, as have come into his hands, charge, or possession, as treasurer aforesaid, and shall and do pay and deliver over to his successor in office, or any other person duly authorized to receive the same, all such balances or sums of money, goods and chattels and other things, which shall appear to be in his hands and due by him to the said Company, then this obligation to be void, or else to be and remain in full force and virtue.

Bonds of Indemnity. To Surety in a Bond.

KNOW ALL MEN BY THESE PRESENTS, &c. [as in common form, page 115.]

The condition of this obligation is such, That whereas the above named G. H. at the special instance and request of the above bounden C. D. and for his only debt, duty, matter, and cause, together with him the said C. D. are held and firmly bound unto a certain E. F. of, &c. in and by one obligation, bearing even date herewith, in the penal sum of four thousand dollars, lawful money as aforesaid, conditioned for the true payment of two thousand dollars, like money, on or before the first day of May, next ensuing the date of the said obligation, together with lawful interest for the same, as by the same obliga-

tion and condition thereof, relation being thereunto had, appears. If therefore the said C. D. his heirs, executors, or administrators, shall and do, on or before the said first day of May, well and truly pay or cause to be paid, unto the above named E. F. his certain attorney, executors, administrators, or assigns, the aforesaid debt or sum of two thousand dollars, with its interest, in the discharge of the said recited obligation: *And also shall and do from time to time, and at all times hereafter, well and sufficiently save, defend, keep harmless, and indemnify, the said G. H., his heirs, executors, and administrators, and his and their goods and chattels, lands and tenements, of and from the said obligation, and of and from all actions, suits, payments, costs, charges, and damages, for or by reason thereof, then this obligation to be void, or else to be and remain in full force and virtue.

To Bail in Bail Bond.

THE CONDITION of this obligation is such, That whereas the above named E. F. at the special instance and request of the above bounden A. B. in and by one obligation, bearing date, &c. became bound unto C. D., esquire, High Sheriff of the county of Philadelphia, in the sum of one hundred dollars, conditioned for the appearance of the said A. B. before the District Court of the city and county of Philadelphia, to be held at Philadelphia, the first day of September next, as by the said recited obligation and condition thereof, relation being thereunto had, appears. If therefore the said A. B. shall appear

according to the condition of the said obligation, and as the law requires: And also shall and do, &c. [Conclude as in the next preceding clause, marked*.]

To Special Bail. Common Form.

THE CONDITION of this obligation is such, That whereas the above named E. F. at the special instance and request of the above bounden A. B. became special bail for the said A. B. in a certain action of debt, [trespass, &c. as the case may be,] at the suit of C. D. in the District Court of the city and county aforesaid, as by the recognisance of bail on record of the said Court, relation being thereunto had, appears. If therefore the said A. B. shall appear according to the condition of the said obligation, and as the law requires: and shall and do, &c. [Conclude as in clause marked *.]

To Surety in Administration Bond.

THE CONDITION of this obligation is such, That whereas the above named E. F. at the special instance and request of the above bounden A. B. in and by a certain obligation, bearing date, &c. hath become bound together with the said A. B. unto J. B., esquire, Register for the Probate of Wills, and granting letters of administration, in and for the county of ——— aforesaid, in the sum of one thousand dollars, for the due administration of all and singular the goods and chattles, rights and credits, which were of J. K., late of, &c. who died intestate, &c. as by the said recited obligation and condition thereof, remaining in the Register's office, at Philadelphia, relation

being thereunto had, appears. If therefore the said A. B. administrator, as aforesaid, shall and do well and truly administer all and singular the goods and chattels, rights and credits, which were of the aforesaid J. K. according to law, and do and perform all and every other act, matter, and thing, on the part and in behalf of the said A. B. to be done and performed, according to the true intent and meaning of the condition of the said recited obligation: And also shall and do, &c. [Conclude as in clause marked*.]

To Executor, on Payment of a Legacy.

THE CONDITION of this obligation is such, That whereas A. B. by his last will and testament, bearing date, &c. did bequeath unto T. B. the son of the above bounden A. B. a certain legacy of, &c. And whereas the said E. F. at the request of the said A. B. hath paid the said legacy unto him, for the use and benefit of his said son, who is a minor, under the age of twenty-one years. If therefore the said A. B. his heirs, executors, or administrators, shall cause and procure the said T. B. the son, on his arrival at the age of twenty-one years, to release the legacy aforesaid unto the said E. F. and shall and do in the mean time, and at all times hereafter, &c. [Conclude as in the clause marked *.]

To Save Harmless, on Paying Rent.

THE CONDITION of this obligation is such, That whereas the above named C. D. by indenture of lease, bearing date, &c. hath demised and to farm let unto the said E. F. all that messuage, &c. To

hold the same to the said E. F. for the term of &c. paying, &c. [as in the lease] as in and by the said indenture appears. And whereas a certain G. H. claims title to the premises aforesaid, with the appurtenances: If therefore the said C. D. shall and do, from time to time, indemnify the said E. F. his heirs, executors and administrators, and his and their goods and chattels, lands and tenements, of and from the claim of the said G. H. and of and from all actions, suits, payments, costs, charges, and damages, for or by reason thereof, then this obligation to be void, or else to be and remain in full force and virtue.

Against Claim of Dower.

THE CONDITION of this obligation is such, That whereas the above bounden Allen Jones, by indenture, under his hand and seal, bearing date, &c. hath granted, bargained, and sold unto the above named Charles Drew, all that messuage, &c. with the appurtenances, To hold the same to him, his heirs and assigns for ever, as by the said indenture, relation being thereunto had, appears. If therefore the said Allen Jones, his heirs, executors, and administrators, shall and do, from time to time, and at all times hereafter, well and sufficiently save, keep harmless, and indemnify the said Charles Drew, his heirs, executors, and administrators, and his and their goods and chattels, lands and tenements, of and from the dower or thirds which Ellen Jones, the wife [or mother, &c.] of the said Allen Jones, shall or may claim in the premises, and of and from all actions, suits, payments, costs, charges, and damages,

for or by reason thereof, then the above obligation to be void, or else to remain in full force and virtue.

For Bond Misaid or Lost.

THE CONDITION of this obligation is such, That whereas the above named C. D. in and by a certain obligation, bearing date on or about the first day of June, became bound unto the above named E. F. in the sum of three hundred dollars, conditioned for the payment of one hundred and fifty dollars, which said obligation is since lost or mislaid. And whereas the said C. D. hath fully satisfied and paid the said sum of one hundred and fifty dollars, with its interest, due on the said obligation, the receipt whereof the said E. F. doth hereby acknowledge, and thereof, and from every part thereof, and all actions, suits, and demands, concerning the same, doth acquit and for ever discharge the said C. D. his heirs, executors, and administrators, by these presents. If therefore the said E. F. his heirs, executors, and administrators shall and do deliver up the said obligation, when it shall be found, to the said C. D. his heirs, executors, or administrators, to be cancelled; and until the same shall so be delivered up and cancelled, save, defend, keep harmless, and indemnify, &c. [Conclude as in clause marked*.]

To the Township, for a Bastard Child.

KNOW ALL MEN BY THESE PRESENTS, That we, A. B. and F. G. of the township of Moyamensing, in the county of Philadelphia, and state of Pennsylvania, are held and firmly bound unto L. M. and N. O.

overseers of the poor of the said township, for the time being, in the just and full sum of three hundred dollars, lawful money of the United States, to be paid to the said overseers of the poor, or to either of them, or either of their certain attorneys, successors, or assigns, to which payment well and truly to be made we bind ourselves jointly and severally, our heirs, executors, and administrators, and every of them firmly by these presents. Sealed with our seals, dated the first day of August, in the year of our Lord, one thousand eight hundred and twenty-nine.

THE CONDITION of this obligation is such, That whereas M. W. of the said township, single woman, is now pregnant with child, [or hath lately been delivered of a male bastard child in the township aforesaid.] and hath charged the said A. B. with being the father of the said child. If therefore the said A. B. shall and do, from time to time, and at all times hereafter, well and sufficiently save, defend, keep - harmless, and indemnify the said L. M. and N. O. and their successors, overseers of the poor of the said township of Moyamensing, for the time being, and also all the inhabitants of the said township, of and from all expenses, costs, charges, and damages whatsoever, which shall or may hereafter happen or accrue, for or by reason or means of the birth, maintenance, education, or bringing up of the said child, [or of such child or children, wherewith the said M. W. now goeth,] and of and from all actions, suits, troubles, and demands whatsoever, touching or con-

cerning the same, then this obligation to be void, otherwise to be and remain in full force and virtue.

To refund Money on failure of Contract.

KNOW ALL MEN BY THESE PRESENTS, That we A. B. and C. D. of the city of Annapolis, and state of Maryland, are held and firmly bound unto E. F. and G. H. trustees [or, if not incorporated, say members] of the First Presbyterian Church, in the city of Philadelphia, and state aforesaid, in the sum of two thousand dollars, lawful money of the United States, to be paid to the said E. F. and G. H. or to their certain attorney, successors or assigns, in trust for the said trustees, to which payment well and truly to be made, we bind ourselves jointly and severally, our heirs, executors, and administrators, and every of them, firmly by these presents. Sealed with our seals, dated the first day of May, in the year of our Lord, one thousand eight hundred and twenty-two.

WHEREAS the said A. B. for the consideration of one thousand dollars to him in hand paid, or secured to be paid, did make, finish, and sell, unto the said trustees, a bell, [clock or other article, as the case may be] which he has delivered and placed in the said church. Now the said A. B. doth hereby for himself, his heirs, executors, and administrators, warrant the said bell to be good in each and every respect, and to remain good and sufficient for the space of six years.

THE CONDITION of this obligation is such. That if

the said bell shall within the time aforesaid prove defective or insufficient in the opinion of any three competent artists or mechanics, who shall be disinterested, then this obligation to be in full force and virtue, otherwise to be void.

Of a Bond of Indemnity on paying a lost Note.

WHEREAS the above named Caleb Cane, by his promissory note signed by him for the said Cecil Cane, his father, and himself, dated the — day of —, did promise to pay unto Win Web, or order, — dollars, sixty days after date for value received, and such said note was afterwards indorsed by the said Win Web and others, and became the property of John Jones, of —, as the said John Jones avers: And whereas the said John Jones alleges he sent the said note by the mail, on the — day of — last, to the above bound Evan Edes, to be received by him for his the said John Jones' use; which mail being robbed, and the said note not having been offered for payment, it is apprehended the said note was stolen out of the said mail or otherwise lost. And whereas the said Caleb Cane and Cecil Cane, have on the day of the date hereof, at the request as well of the said John Jones as of the said Evan Edes, and upon his the said Evan promising to indemnify and deliver up the said note to be cancelled when found, paid the said Evan the sum of — dollars, in full satisfaction and discharge of the said note, the receipt whereof the said Evan doth hereby acknowledge: The condition therefore of the above written obligation is such, That if the said Evan Edes, his

heirs, executors, or administrators, or any of them, do and, shall from time to time, and at all times hereafter, save, defend, keep harmless, and indemnified the said Caleb Cane and Cecil Cane, their executors and administrators, and their and every of their goods, chattels, lands, and tenements, of from and against the said note of — dollars, and of and from all costs, charges, damages, and expenses, that shall or may happen to arise therefrom, and also deliver or cause to be delivered up the said note, when and so soon as the same shall be found to be cancelled. Then, &c.

To perform an Award.

WHEREAS differences have arisen, and are depending between the above bound Adam Brownlow, and the above named Caleb Drew, concerning [here particularly mention what the difference is about,] which account and all differences and demands concerning the same, the said parties have agreed to refer to the award, judgment, and determination of — arbitrators, indifferently chosen by and between the said parties, to award, arbitrate, and determine, concerning the same, [and if to be an umpire say] and if they do not make the award within the time hereunder limited, then to the umpirage of such person as the said arbitrators shall indifferently choose for umpire, as hereunder is mentioned; now therefore the condition of this obligation is such, that if the said Adam Brownlow, his executors and administrators, on his and their part and behalf, shall and do in and by all things, well and truly stand to,

observe, perform, fulfil, and keep the award, arbitration, judgment, final end, and determination, which — arbitrators, as aforesaid, shall make and give in writing, under their hands and seals, ready to be delivered to the said parties in difference, on or before the — day of —, in and concerning the before mentioned account and matters in difference, and all or any actions, suits, debts, dues, damages, claims, and demands whatever, concerning the same. And if the said arbitrators shall not make and give the same in writing, [as before] then, &c. [mention the time of delivery by the umpire.]

To deliver up a Mill with the Utensils, &c. at the termination of a Lease, in as good Repair and Condition as the same were when let.

WHEREAS the above named Charles Dunn, by his indentures of lease under his hand and seal, bearing date the — day of —, hath let unto the above bound Andrew Agnew, amongst other things, a certain Grist Mill, with its appurtenances, situated in —, now in the occupation of the said Charles, and all the materials, utensils, and things, now in, about and belonging thereto, for the term of — years, from — then and now next ensuing, at the yearly rent therein mentioned: Now the condition of this obligation is such, That if the said Andrew, his executors, administrators, or assigns, at his, their, or some of their own proper costs and charges, do and shall, before the expiration of the said term of — years, by the said recited lease granted, or other sooner determination thereof, which shall first

happen, make or cause the said mill, and all things belonging thereunto to be made and put into the same form, order, and manner, as they now are, and fitting to be used for a Grist Mill, as the same now is, and shall and do deliver up the same, in such order and manner as aforesaid, at the expiration of the said term, with all the materials, utensils, and things which are now in, about, and belonging thereto, unto the said Charles Dunn, his executors, administrators, or assigns, in as good repair and condition as they now are, reasonable use and wearing thereof in the mean time only excepted ; then, &c.

For the Fidelity of a Clerk.

WHEREAS the above named Allen Hughes, hath taken and received the above bound Bernard Kerr, into his service to be one of his clerks, to collect, receive, and get in money for him, and to do all other things in his power incident to the business of a clerk. Now the condition of this obligation is such, That if the said Bernard Kerr do not, or shall not at all times hereafter, from time to time, during so long time as he the said Bernard shall continue and be employed in the service of the said Allen Hughes, as his clerk or servant, well, faithfully and truly serve the said Allen, his employer, without consuming, wasting, embezzling, losing, misspending, misapplying, or unlawfully making away with any of the moneys, goods, chattels, wares, and merchandises or effects whatsoever, of the said Allen Hughes, or of any other person or persons whatsoever, for which he the said Allen, his executors, or administrators, shall

or may by any law, custom, or usage whatsoever, be any ways answerable or responsible, which shall be committed to his the said Bernard Kerr's charge, care, custody, or keeping, by reason or means of his said service, or being clerk as aforesaid; and if the said Bernard shall at any time during the time of his being clerk or servant to the said Allen, his executors, administrators, or assigns, neglect or refuse to account with him the said Allen, his executors, administrators, or assigns, weekly or oftener, if thereunto required by the said Allen, his executors, or administrators, by reasonable notice in writing under his or their hands, for that purpose, to be given to or left for him the said Bernard, at his house, or usual place of abode or habitation; then if the said Bernard Kerr and Ennion Elder, or either of them, their or either of their heirs, executors, or administrators, or any of them, do and shall within — months next after due proof thereof, either by the confession of the said Bernard, or otherwise howsoever, by notice or warning thereof, given or left, at or in the dwelling house, habitation, or place of residence of them the said Bernard Kerr and Ennion Elder, or either of them, or either of their heirs, executors, or administrators, in writing or otherwise,) make good and sufficient recompense, satisfaction, and payment, unto the said Allen Hughes, his executors, administrators, or assigns, for the said moneys, goods, chattels, wares, merchandises, or effects, of him the said Allen, so lost, wasted, misspent, or misapplied, as aforesaid, and also for all such loss, damage, or charge, as he the said Allen, his executors, or administra-

tors, shall suffer, sustain, and be put unto, for or by reason or means of his the said Bernard Kerr's neglecting or refusing to account as aforesaid; then, &c.

To pay Money at the end of an Apprenticeship or Marriage.

THE CONDITION of the above obligation is such, That whereas the above named James Lowry hath put himself apprentice to William Taws of —, with him to dwell and serve as his apprentice, from the — day of —, unto the full end and term of five years from thence next ensuing, and fully to be complete and ended, as by the said indenture of apprenticeship may more fully appear: And whereas the above named Caleb Rice, hath before the day of the date of the above written bond or obligation, at several times lent to and disbursed for the said James Lowry, several sums of money, amounting in the whole to the sum of —, for which the said Caleb is content to take his bond or obligation, payable at the expiration of the apprenticeship of the said James, or the day of marriage of the said James with Margaret Pye, of —, which shall first happen: If therefore the said James Lowry, his heirs, executors, or administrators, or any of them, do and shall well and truly pay or cause to be paid to the said Caleb Rice, his executors, administrators, or assigns, the full sum of —, at the end or expiration of the said apprenticeship of the said James Lowry, or term of five years above mentioned, or on the day of marriage of the said James, with the said

Margaret which shall first and next happen to be or come after the date of these presents; then, &c.

On a Person's being chosen Treasurer of a Company.

WHEREAS the above bound Jonas Sims is chosen treasurer of the company of —, by reason whereof, he will receive into his custody divers and several sums of money, goods, and chattels, of and belonging to the said company: Now the condition of the above written obligation is such, that if the said Jonas, his executors, or administrators, at the end of his said office, or upon request to him or them in that behalf to be made, shall make, and give unto such auditor or auditors as on that behalf shall be appointed by the said company, or the greater part of them, a just and true account, in writing, of all such goods, chattels, money or other things, as have or shall, during his said appointment, come to his hands, custody, or charge, in right of his said office of treasurer, and shall upon the said account pay and deliver over to the next treasurer of the said company, all such money, goods, chattels, and moveables as by the foot or balance of the said account shall appear to be due and belonging to the said company then, &c.

✂ The obligees are usually the two oldest members, if the company be not incorporated.

*Conditions of Sale.**

I. That the highest bidder shall be the buyer: and

* If printed conditions are pasted up in the auction room, where they may be seen, they will be binding on the purchaser, although he did

if any dispute arise as to the last or best bidder, the lot in dispute shall be put up at a former bidding.

II. That no person shall advance less at any bidding than—[or than such sum as shall be named by the auctioneer at the time] or retract his or her bidding.†

III. That every purchaser shall immediately pay down a deposit in the proportion of — for every one hundred dollars, of his or her purchase-money, into the hands of the auctioneer, [or agent of the vendor;] and sign an agreement for payment of the remainder to the proprietor, on the — day of — next, at —, at which time and place the purchases are to be completed, and the respective purchasers are then to have the actual possession of their respective lots; all outgoings to that time being cleared by the vendor.

IV. That within three days from the day of the sale, the vendor shall, at his own expense, prepare and deliver an abstract of his title, to each purchaser,

not see them. 3 *Esp. Ca.* 271. But it is the surest way to read the conditions aloud, before sale.

† A bidding at a sale by auction, may be countermanded at any time before the lot is actually knocked down: (3 *Term. Rep.* 148,) because the assent of both parties is necessary to make the contract binding; which is signified, on the part of the seller, by knocking down the hammer. Every bidding is nothing more than an offer on one side, which is not binding on either side till it is assented to. If a bidding were binding on the bidder, before the hammer is down, he would be bound by his offer, and the vendor would not, which can never be allowed. It is therefore advisable to stipulate in the conditions of sale, that no person shall retract his bidding; as the countermand of a bidding might, in some cases, be of the most serious consequences. See *Sugden*, 26.

or his or her attorney ; and shall deduce a good title* to the lots sold.

V. That upon payment of the remainder of the purchase money at the time above mentioned, the vendor shall convey the lots to the respective purchasers : each purchaser, at his or her own expense, to prepare the conveyance to him or her ; and to tender or leave the same at — for execution by the vendor.

VI. That if any of the purchasers shall neglect or fail to comply with the above conditions, his or her deposit-money shall be actually forfeited to the vendor, who shall be at full liberty to re-sell the lot or lots bought by him or her, either by public auction, or private contract ; and the deficiency (if any) occasioned by such second sale, together with all expenses attending the same, shall immediately after the same sale, be made good to the vendor by the defaulter,† at this present sale : and in case of the non-payment of the same, the whole thereof shall be recoverable by the vendor, as and for liquidated damages.

* Where the estate is leasehold, and the vendor cannot produce the lessor's title, this condition should go on thus ; "to the lease granted of the premises ; but the purchaser shall not be entitled to require, or call for the title of the lessor."

† This condition should never be omitted—it forms a lien on the estate for the purchase money, &c. and if the purchaser do not comply with the conditions, the vendor may, by virtue of this stipulation, re-sell the estate, and recover the deficiency and charges from the purchaser : and if the money produced by the second sale exceed the original purchase money, the purchaser who has violated the agreement will not be entitled to the surplus ; but the vendor himself will be entitled to retain it.—*Sugden*, 26.

Lastly. That if any mistake be made in the description of the premises, or any other error whatever shall appear in the particulars of the estate, such mistake or error shall not annul the sale: but a compensation or equivalent, shall be given or taken, as the case may require.

CONVEYANCING.

Indenture.

(I.)

THIS INDENTURE, made the tenth day of June, in the year of our Lord, one thousand eight hundred and twenty-nine, between Andrew Marshall, of the city of Philadelphia, in the state of Pennsylvania, merchant, and Mary his wife, of the one part, and Charles Hall, of the township of Swatara, in the county of Dauphin, in the state aforesaid, yeoman, of the other part, [here recite the title, for which see Recitals, p. 157.]

(II.)

Witnesseth, that the said Andrew Marshall and Mary his wife, for and in consideration of the sum of seven hundred dollars, to them in hand paid by the said Charles Hall, at and before the sealing and delivering hereof, the receipt whereof they do hereby acknowledge, and thereof acquit and for ever discharge the said Charles Hall, his heirs, executors,

and administrators, by these presents, have granted, bargained, sold, aliened, enfeoffed, released, and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, and confirm, unto the said Charles Hall, and to his heirs and assigns, all that certain messuage, &c. [Here describe the premises, and if the recital has not already been inserted as in No. I., then insert the same immediately after having described the property; for which see Recitals, as the case may be.]

(III.)

Together with all and singular other the houses, out-houses, buildings, barns, stables, ways, woods, waters, water-courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever, thereunto belonging, or in any wise appertaining, [here insert exceptions, &c.] and the reversions and remainders, rents, issues, and profits thereof: And also all the estate, right, title, interest, property, claim, and demand whatsoever, of them, the said Andrew Marshall and Mary his wife, in law or equity, or otherwise howsoever, of, in, to, or out of the same.

(IV.)

To have and to hold the said messuage or tenement, and tract of one hundred acres of land, hereditaments, and premises, hereby granted, or mentioned, or intended so to be, with the appurtenances, [except as before excepted] unto the said Charles Hall, his heirs and assigns, to the only proper use and behoof of the said Charles Hall, his heirs and

assigns for ever. [Here insert the covenants.] In witness whereof, the said parties to these presents have hereunto interchangeably set their hands and seals, dated the day and year first above written.

Sealed and delivered }
in the presence of us, }

☞ The parchment or paper, whereon this instrument shall be written, ought to be indented.

Deed Poll.

(V.)

TO ALL PEOPLE to whom these presents shall come, A. B. of the city of Lancaster, in the state of Pennsylvania, widow and relict of I. B. late of the same place, esquire, deceased, E. B. of the same place, merchant, eldest son and heir at law of the said deceased, F. B. of the borough of Norristown, in the state of Pennsylvania aforesaid, gentleman, another of the sons of the said deceased, and I. S. of the borough of Norristown aforesaid, gentleman, and M. his wife, late M. B. daughter of the said deceased, (who are the only heirs of the said deceased) send greeting. [See Recitals, and then conclude with Nos. VI. VII. and VIII.]

(VI.)

Now know ye, that the said A. B., &c. for and in consideration of the sum of two thousand dollars, lawful money of the United States, to them in hand paid by L. N. of the city of Philadelphia, aforesaid,

at and before the sealing and delivery hereof, the receipt whereof they do hereby acknowledge, and thereof acquit and for ever discharge the said I. N. his heirs, executors, and administrators, by these presents, have granted, bargained, sold, released, and confirmed, and by these presents do grant, bargain, sell, release, and confirm, unto the said I. N., his heirs and assigns, all that messuage or tenement, &c.

(VII.)

Together with all and singular the buildings, improvements, ways, woods, waters, water-courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever, thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, claim, and demand whatsoever, of them, the said A. B., &c., in law or equity, or otherwise howsoever, of, in, to, or out of the same.

(VIII.)

To have and to hold the said messuage or tenement, and lot or piece of ground, hereditaments and premises, hereby granted, or mentioned or intended so to be, with the appurtenances, unto the said I. N., his heirs and assigns, to the only proper use and behoof of the said I. N. his heirs and assigns, for ever; subject to the payment of the arrearages of the principal and interest (if any) due to the Commonwealth of Pennsylvania for patenting the same. In witness, &c.

Lease.

(IX.)

THIS INDENTURE, made the tenth day of May, in the year of our Lord one thousand eight hundred and twenty-two, between A. B. of, &c. of the one part, and C. D. of, &c. of the other part.

(X.)

Witnesseth, that the said A. B. for and in consideration of the yearly rent and covenants herein after mentioned and reserved, on the part and behalf of the said C. D. his executors, administrators, and assigns, to be paid, kept, and performed, hath demised, set, and to farm let, and by these presents doth demise, set, and to farm let, unto the said C. D. his executors, administrators, and assigns, all that messuage and lot of ground, situated, lying, and being in the city of Philadelphia aforesaid, bounded northward, &c. Together with all and singular, &c. [Conclude with XI. and XII.]

(XI.)

To have and to hold the said messuage and lot of ground, and all and singular the premises hereby demised, with the appurtenances, unto the said C. D. his executors, administrators, and assigns, from the first day of May next ensuing the date hereof, for and during the term of seven years thence next ensuing, and fully to be complete and ended, yielding and paying for the same unto the said A. B. his executors, administrators, and assigns, the yearly rent

or sum of one hundred dollars in four equal quarterly payments of twenty-five dollars each, the first of which to be made on the first day of May next.

(XII.)

And the said C. D. for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said A. B. his heirs, executors, administrators, and assigns, by these presents, that he the said C. D. his heirs, executors, and administrators, or some of them, shall and will well and truly pay or cause to be paid, unto the said A. B. his heirs, executors, administrators, or assigns, the said yearly rent of one hundred dollars, hereby reserved, on the several days and times herein before mentioned and appointed for the payment thereof, according to the true intent and meaning of these presents. And the said A. B. for himself, his heirs, executors, and administrators, doth covenant, promise, grant, and agree, to and with the said C. D. his executors, administrators, and assigns, by these presents, that he, the said C. D. his executors, administrators, and assigns, (paying the rent and performing the covenants aforesaid) shall and lawfully may peaceably and quietly, have, hold, use, occupy, possess, and enjoy the said demised premises, with the appurtenances, during the term aforesaid, without the lawful let, suit, trouble, eviction, molestation, or interruption of the said A. B. his heirs, or assigns, or any other person or persons whatsoever. In witness whereof, the said parties, &c.

Release.

(XIII.)

TO ALL PEOPLE to whom these presents shall come :
A. B., C. D., E. F., and G. his wife, of, &c. send
greeting: [Here insert the recitals, and then conclude
with Nos. XIV. XV. XVI. & XVII.]

(XIV.)

Now know ye, that the said A. B., C. D., E. F.,
and G. his wife, for and in consideration of the sum
of five thousand dollars, to them in hand paid by the
said I. S. at and before the sealing and delivery here-
of, the receipt whereof they do hereby acknowledge,
and thereof acquit and for ever discharge the said I.
S. his heirs, executors, and administrators, by these
presents have, and each and every of them hath,
remised, released and for ever quit claim, and by
these presents do, and each and every of them doth,
remise, release, and for ever quit claim unto the said
I. S. and to his heirs and assigns.

(XV.)

All the estate, and estates, shares, purparts, and
dividends, right, title, interest, property, claim, and
demand whatsoever, of them, the said A. B., C. D.,
&c. in law or equity, or otherwise howsoever, of, in,
to, or out of all that messuage or tenement, planta-
tion, and tract of land, situated, lying, and being in
the township of Hanover aforesaid (in the actual
possession and seizin of the said I. S. now being)
bounded and limited as follows viz. Beginning, &c.

(XVI.)

Together with all and singular other the buildings, improvements, rights, members, and appurtenances whatsoever, thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof: To have and to hold all and singular the premises hereby remised and released, or mentioned and intended so to be, with the appurtenances, unto the said I. S. his heirs and assigns, to the only proper use and behoof of the said I. S. his heirs and assigns for ever.

(XVII.)

So that neither the said A. B., C. D., E. F., and G. his wife, nor their heirs, nor any other person or persons whosoever, lawfully claiming, or to claim, by, from, or under them, or any of them, shall or may at any time or times hereafter, have, claim, challenge, or demand, any estate, right, title, or interest, of, in, to or out of the said messuage, &c. hereditaments and premises, hereby remised and released, or mentioned or intended so to be, with the appurtenances, or any part or parcel thereof; but thereof and therefrom shall and will be utterly excluded, and for ever debarred, by these presents. In witness, &c.

RECITALS.

Patent.

(XVIII.)

WHEREAS the Commonwealth (or the honourable John Penn, &c. late proprietaries) of Pennsylvania, by patent or grant under the great seal, bearing date the first day of January, Anno Domini one thousand seven hundred and sixty-eight, for the consideration therein mentioned, did grant and confirm unto A. B. and to his heirs and assigns, a certain tract of land, situated in the township of Moyamensing, in the county of Philadelphia aforesaid, by marks and bounds in the same marks particularly described, containing one hundred acres and the allowance of six per cent for roads, &c. with the appurtenances: To hold the same to him, his heirs and assigns for ever, as in and by the said recited patent (recorded in the Land Office, in Patent Book B. vol. 4, page 119,) relation being thereunto had, more fully and at large appears.

Grant.

(XIX.)

AND whereas the said A. B. by indenture, under his hand and seal, bearing date the tenth day of April, Anno Domini one thousand seven hundred and seventy-three, for the consideration therein mentioned, did grant and confirm unto C. D. and to his heirs and assigns, all that tract or piece of land (part of the said above mentioned tract) bounded and do-

scribed as follows, to wit: Beginning, &c. contain ing sixty acres, and allowance aforesaid, with the appurtenances: To hold the same to him, his heirs and assigns, for ever, as in and by the said recited indenture (recorded at Philadelphia, &c.) relation being thereunto had, appears.

Devise.

(XX.)

By force and virtue of which said recited indenture, or of some other good conveyances or assurances in the law duly had and executed, the said C. D. became, in his lifetime, lawfully seised in his demesne, as of fee, of and in the said tract of sixty acres of land, with the appurtenances; and being so thereof seised, made his last will and testament in writing, bearing date the first day of December, Anno Domini one thousand eight hundred and sixteen, wherein and whereby (amongst other things) he did give and devise the said tract of land unto his son C. D. and his heirs, as in and by the said recited will (since his decease duly proved, and remaining in the Register's office at Philadelphia,) recourse being thereunto had, appears.

Descent.

(XXI.)

By force and virtue of which said recited indenture, or of some other good conveyances or assurances in the law, duly had and executed, the said

A. B. became, in his lifetime, lawfully seised in his demesne, as of fee, of and in the said tract of land, with the appurtenances, and, being so thereof seised, died intestate, leaving issue four children, to wit: Andrew, James, Margaret, (the wife of I. S.) and Henry, to whom the same, by the laws of Pennsylvania relating to intestate estates, did descend and come.

By Sheriff.

(XXII.)

And whereas I. S. High Sheriff of the county of Philadelphia aforesaid, by deed-poll, under his hand and seal, bearing date the first day of November, one thousand eight hundred and twenty-nine, for the consideration therein mentioned, did by virtue of a certain writ of *venditioni exponas*, therein recited, grant and confirm unto C. D. and to his heirs and assigns, all that the said messuage or tenement, and tract of land, containing sixty acres late the estate of the said A. B. with the appurtenances: To hold the same to the said C. D. his heirs and assigns, for ever, according to the act of General Assembly in such case made and provided, as by the said recited deed-poll, duly acknowledged, and entered among the records of the Court of Common Pleas of the said county, relation being thereunto had, appears.

By Attorney.

(XXIII.)

And whereas the said A. B. by his attorney C. D. (by letter of attorney, under the hand and seal of the said A. B. bearing date the first day of Decem-

ber, one thousand eight hundred and twenty-eight,) did by indenture, bearing date the first day of May, Anno Domini one thousand eight hundred twenty-nine, for the consideration therein mentioned, grant and confirm unto E. F. and to his heirs and assigns, all that messuage or tenement, plantation and tract of fifty acres of land, with the appurtenances: To hold the same to him, his heirs and assigns, for ever, as in and by the said last recited indenture (recorded in the office for the recording of Deeds at Philadelphia aforesaid, in book A. volume 9, page 194, &c.) relation being thereunto had, appears.

By Executors.

(XXIV.)

And whereas the said S. T. and E. M. executors of the last will and Testament of the said T. R. deceased, by virtue of the power and authority to them given by the said will, and pursuant to the directions thereof, did, by indenture, under their hands and seals, bearing date the second day of November, one thousand eight hundred and twenty-four, for the consideration therein mentioned, grant and confirm unto G. F. and to his heirs and assigns, all that the said messuage or tenement and tract of two hundred acres of land with the appurtenances: To hold the same to him, his heirs and assigns for ever, as in and by the said recited indenture, (recorded at, &c.) relation being thereunto had appears.

By Administratrix.

(XXV.)

AND whereas A. B. administratrix of all and singular the goods and chattels, rights and credits, which were of the said C. D. at the time of his death, who died intestate, (by virtue and in pursuance of an order of the Orphans' Court of the said county of —, for sale of the real estate of the said intestate,) by indenture under her hand and seal, bearing date the first day of June, one thousand eight hundred and sixteen, for the consideration therein mentioned, did grant and confirm unto G. H. and to his heirs and assigns, all that the said above mentioned and described tract of one hundred acres, and allowance, aforesaid, with the appurtenances: To hold the same to him, his heirs, and assigns, for ever, as in and by the said last recited indenture (recorded at Philadelphia aforesaid, &c.) relation being thereunto had, appears.

Partition by Writ.

(XXVI.)

And whereas, by virtue of a certain writ *de partitione faciendi*, issuing out of the County Court of Common Pleas of the county of —, aforesaid, bearing date the second day of January, one thousand eight hundred and thirteen, for partition of the said tract of land, with the appurtenances, there was duly allotted and assigned unto the said G. H. a certain piece or parcel of land (part of the said tract) bounded and described as follows, viz. Beginning

at a post, &c. containing one hundred acres, and allowance aforesaid, with the appurtenances: To hold the same to him the said G. H. his heirs and assigns, in severalty for ever, as by the said writ *de partitione faciendi*, and return of the Sheriff thereupon duly made, and remaining amongst the records and proceedings of the said Court of the term of September, one thousand eight hundred and thirteen, recourse being thereunto had, appears.

Partition by Deed.

(XXVII.)

And whereas, by indenture of partitions between the said A. B. of the one part, and the said G. H. of the other part, made, bearing date the second day of September, Anno Domini one thousand eight hundred and twenty-eight, partition of the said messuage, &c. with the appurtenances, was made between the said parties, wherein and whereby the piece or parcel thereof, bounded and limited as follows, to wit, Beginning, &c. containing five hundred acres and allowance aforesaid, was released and confirmed to the said G. H. his heirs and assigns: To hold to him the said G. H. his heirs and assigns, in severalty for ever, as in and by the said indenture of partition, (recorded at Philadelphia, &c.) relation being thereunto had, appears.

Valuation in Orphans' Court.

(XXVIII.)

And whereas at an Orphans' Court, held at — in and for the county of —, aforesaid, the first

day of September, A. D. 1810, upon the petition of A. B. eldest son and heir at law of said C. B. praying the Court to award an inquest, to make partition of the real estate of the said intestate, in the said petition mentioned, to and among his children and representatives, in such manner, and in such proportions, as by the laws of — is directed and appointed, if such partition could be made without prejudice to or spoiling the whole, otherwise to value and appraise the same, the said inquest was awarded by the Court, according to the prayer of the said petitioner. Whereupon a writ of partition or valuation issued out of the said Court, bearing date the same first day of September, to the Sheriff of the said county directed, commanding him to summon an inquest to make partition of the said real estate to and among the children and representatives of the said intestate, according to law, if such partition could be thereof made without prejudice to and spoiling the whole; but if such partition could not be thereof made as aforesaid, then to value and appraise the same: And that that partition or valuation, so made, he should distinctly and openly have before the Justices of the said Court at — the first day of December then next. At which day, before the Justices aforesaid, the Sheriff of the said county, to wit: P. K. made return of the said writ with a schedule thereunto annexed, by which schedule or inquisition, under the hand and seal, as well of the said Sheriff, as of the inquest therein named, it appears, by the oaths and affirmations of the said inquest, that the real estate in the said writ mentioned

could not be parted and divided to and among the parties therein named, without prejudice to or spoiling the whole thereof: And therefore the inquest aforesaid, upon their oaths and affirmations aforesaid, had valued and appraised the same at the sum of two thousand dollars, which return and valuation were, on motion, confirmed by the Court. And thereupon it was considered and adjudged by the said Court that the said A. B. eldest son and heir at law of the said intestate, upon paying, or securing to be paid, unto the other children of the said intestate, their respective shares and dividends of and in the valuation money aforesaid, should hold and enjoy the real estate aforesaid, valued as aforesaid, to him, his heirs and assigns for ever, as fully and freely as the said intestate had and held the same in his lifetime, agreeably to the acts of Assembly in such case made and provided, as by the records and proceedings of the said Court, relation being thereunto had, more fully and at large appears.

Sale by Order of the Orphans' Court.

(XXIX.)

And whereas, at an Orphans' Court held at Philadelphia, in and for the county of Philadelphia, on the tenth day of November, one thousand eight hundred and seventeen, upon the petition of C. B. administratrix of all and singular the goods and chattels, rights and credits, which were of the said A. B. at the time of his death, who died intestate, praying the Court to grant her an order to make sale of the said messuage and tract of land, for the payment of the debts, and

maintenance and education of the minor children of the said intestate, it was ordered by the said Court, that the said petitioner should, on Monday, the first day of December then next ensuing, expose the premises aforesaid to sale by public vendue or outcry, and sell the same for the purposes aforesaid, and that she should make report of her proceedings therein to the next Orphans' Court, to be held for the said county, after such sale. In pursuance of which order, the said C. B. (after due public and timely notice by her given of the time and place of sale) did, on the day and time therein mentioned, expose the premises aforesaid to sale by public vendue or outcry, and sold the same to the said E. F. for the sum of two thousand dollars; he being the highest bidder, and that the highest and best price bidden for the same; which sale, on report thereof made to the Justices of the said Court, the second day of January last, was confirmed by the said Court; and it was considered and adjudged by the said Court, that the same should be and remain firm and stable for ever, as by the records and proceedings of the said Court, relation being thereunto had, appears.

SHORT FORMS.

Deed.

(XXX.)

It being the same premises (or part of the same) which L. V. and M. his wife, by indenture bearing date the first day of June, Anno Domini one thousand eight hundred and sixteen, for the consideration

therein mentioned, did grant and confirm unto the said A. B. (party hereto) and to his heirs and assigns for ever, as in and by the said in part recited indenture, recorded in the office for recording of deeds at — in and for the county of — in Book A. vol. 15, page 222, &c. relation being thereunto had, more fully at large appears.

Will.

(XXXI.)

It being the same lot of ground which H. H. late of the township of Blockley and county aforesaid, farmer, deceased, in and by his last will and testament, in writing, bearing date the tenth day of July, Anno Domini one thousand eight hundred and sixteen, did give and devise unto the said A. B. (party hereto) in fee, as in and by the said recited will, since his decease duly proved, and remaining in the Register's office at Philadelphia, recourse being thereunto had, more fully at large appears.

Deed and Will.

(XXXII.)

It being the same premises which T. V. and M. his wife, by indenture bearing date the first day of June, Anno Domini one thousand eight hundred and sixteen, for the consideration therein mentioned, did grant and confirm unto C. B. and to his heirs and assigns, as in and by the said in part recited indenture (recorded, &c.) relation being thereunto had, appears. And the said C. B. being so thereof, in his lifetime, lawfully seised in his demesne, as of fee of

and in the said premises, made his last will and testament in writing, bearing date the tenth day of July, Anno Domini one thousand eight hundred and sixteen, wherein and whereby (amongst other things) he did give and devise the same unto his son A. B. (party hereto) in fee, as in and by the said recited will (since his decease duly proved, and remaining in the Register's office at Philadelphia,) recourse being thereunto had, appears.

Estate of an Intestate, Conveyed by the Heirs.

(XXXIII.)

It being the same tract of land which the Commonwealth of Pennsylvania, by patent, bearing date the seventh day of March, 1788, (enrolled in the Rolls Office for the state of Pennsylvania, in Patent Book No. 12, page 53, &c.) for the consideration therein mentioned, did grant and confirm unto K. E. in fee, who being thereof lawfully seized, died intestate, leaving issue E. E. and N. intermarried with N. S. to whom the same, by the laws of Pennsylvania, did descend and come. And the said E. E. and N. S. and N. his wife, by their joint indenture, bearing date the twenty-fourth day of April, one thousand eight hundred and four, for the consideration therein mentioned, did grant and confirm the same unto the said A. B. (party hereto) in fee, as in and by the said indenture (recorded, or intended to be recorded, &c.) relation being thereunto had, appears.

*Same, Valued by Order of the Orphans' Court, and
Accepted by one of the Heirs.*

(XXXIV.)

It being the same premises of which C. D. died intestate, and upon which, on due application to the Orphans' Court of — county, an order was granted by the said Court, whereupon the said premises were duly valued and appraised, and by the said Court adjudged and confirmed unto the said L. M. son-in-law (or eldest son) of the said deceased. To hold the same to the said L. M. and to his heirs and assigns for ever, as in and by an exemplification of the records of the said Court, dated at Philadelphia, the seventh day of June, Anno Domini one thousand eight hundred, relation being thereunto had, appears.

By Sheriff.

(XXXV.)

It being the same lot of ground, No. three hundred and twenty-five, which F. G. High Sheriff of the county of —, by deed-poll, under his hand and seal, bearing date the fifth day of October, Anno Domini one thousand eight hundred and twenty-eight, for the consideration therein mentioned, did (as late the estate of L. M.) grant and confirm unto the said K. L., party hereto, in fee, as in and by the said deed-poll entered among the records of the Court of Common Pleas of — county, (and recorded in the recording office at — &c.) relation being thereunto had, appears.

COPARTNERSHIP.

Where one alone is bound to follow the trade.

THIS INDENTURE, made the twelfth day of September, in the year of our Lord one thousand eight hundred and twenty-eight, between Isaac Jones, of the city of Richmond, yeoman, of the one part, and William Henry, of the said city, merchant, of the other part, witnesseth, That the said Isaac Jones and William Henry, in consideration of the mutual credit and faithful confidence that each of them hath reposed in the other, have covenanted, granted, and agreed together, and by these presents do covenant, grant, and agree together, at their equal charges, to make one stock of merchandize, &c. at their equal adventure, and for their common and equal gain and loss, to be bestowed, employed, used, and occupied, by the diligence, discretion, and labour of the said William Henry, from time to time, in the trade and traffic which the said William Henry now useth and exerciseth in that shop which he now occupieth, situated, &c. from the day of the date of these presents, by and during all the term of five whole years, from thence next following. And the said William Henry doth hereby acknowledge that he, at and before the sealing and delivery of these presents, hath had and received from the said Isaac Jones, the sum of five thousand dollars, for the full part of the said Isaac Jones, to the making of the stock aforesaid, and thereof is fully and plainly satisfied and possessed. And

also the said William Henry doth covenant and promise, to and with the said Isaac Jones, by these presents, that he the said William Henry, shall not only immediately and presently put in one other five thousand dollars, &c. to make up the said stock to the full sum of ten thousand dollars, but also according to his health and ability, from time to time, during the said partnership, shall employ his labour, knowledge, and diligence, to bestow the said stock in his said trade, and therein use and occupy the same, for the common and equal profit of himself and the said Isaac Jones, without fraud or deceit, in manner and form as aforesaid. Provided always, and it is agreed between the said parties, for themselves, their executors, and administrators, by these presents, that if it shall happen either of them to die during the said term of their partnership, (their said stock and increase thereof, or any part or parcel thereof, or any debts to be to them owing by means thereof, not being severed or divided,) that yet notwithstanding, the survivor of them shall have only an interest and right to one half of the said stock, increase, and debts owing to the said partners, and no more; and upon account to be charged only with the moiety of the said debts, by the said partners, (in respect of the said partnership only) to be owing out of their stock aforesaid: any thing to the contrary notwithstanding. And the said William Henry covenanteth, &c. that the said William, from time to time, upon every reasonable request, and upon one month's forewarning, shall make and give up to the said Isaac Jones, or to his deputy or attorney, a plain and true account in writing of all the said stock, and

of all the increase and gains thereof, together with all losses which have happened to the same, and shall then immediately make a true and equal division and payment to the said Isaac Jones, if it be required, of all his part of the gains and increase aforesaid, according to the true meaning of these presents: and that if it do happen the said William Henry, at any time during the said term of five years to depart this present life, or at any time after, before the clearing and finishing of the account of the premises, and full payment had, and partition made of all things put into the said partnership, or arising thereof, that then the executors or administrators of the said William Henry shall make a full and perfect account, and ready payment and delivery to the said Isaac Jones, his executors, or administrators, or to his or their lawful deputy or attorney, as well of all that part of the said stock to the said Isaac Jones, or to his executors or administrators (according to the true meaning of these presents) apart, as also of the one half of all increase, lucre, gains, and advantages, grown of or from the said stock, and that to be done within the space of two months next after the decease of the said William Henry, without any further delay. In witness whereof, we have hereunto set our hands and seals, the day of the date above mentioned.

ISAAC JONES.



Sealed and delivered }
in presence of }

WILLIAM HENRY.



Dissolution.

WHEREAS by indenture made the first day of January, in the year one thousand eight hundred and twenty-five, between James Robinson and Daniel Simmons, both of the city of Savannah, merchants, the said James and Daniel did enter into partnership together, for the purpose of carrying on the trade of merchandize, for the term of five years, and whereas the said Daniel Simmons wishing, on account of the decline of his health, to discontinue and decline business, he the said Daniel Simmons hath heretofore proposed to his said partner, James Robinson, a dissolution of the partnership, to which proposition the said James Robinson hath assented; the parties therefore mutually consent and agree, by these presents, that the partnership heretofore existing between them be this day dissolved, and it is accordingly dissolved: And it is further stipulated and agreed mutually between them, that the senior partner, James Robinson, do take the entire stock of goods and merchandize now on hands belonging to the partnership, at a valuation to be set upon the same by three skilful persons mutually appointed to value the same, and that he also have power to collect the debts now due to the partnership, and recover any part of the same, in the name of the firm, by suits at law or in equity, and that finally the said James Robinson do pay over to the said Daniel Simmons, the full share and proportion of stock and profits which shall appear to be due to the said Daniel in six months from the date hereof, &c.—Witness

our hands at Savannah the first day of December,
A. D. 1828.

J. R.
D. S.

COVENANT.

That the Tenant shall lay out, &c. in Repairs.

AND the said Andrew Brown, in consideration of these presents, and the covenants and agreements herein contained, doth covenant, promise, and agree, to and with the said Cyrus Drew, his heirs and assigns, that he the said Andrew Brown, his executors, administrators, or assigns, shall and will, within nine months next after the date hereof, lay out and expend the sum of one hundred dollars in repairing, amending, and beautifying the said messuage or tenement hereby demised, or shall and will, at his own proper cost and charges, well and sufficiently put the said messuage or tenement hereby demised, in good, sufficient, substantial, and tenantable repair, and particularly shall and will [insert the particulars agreed on.] In witness, &c.

That Lessee may take down and carry away certain things at the end of the term, unless the Lessor will pay for them.

And the said Cyrus Drew, for himself, his heirs, and assigns, doth covenant, promise, and agree, to and with the said Adam Brown, his executors, ad-

ministrators, and assigns, by these presents, that it shall and may be lawful to and for the said Adam, his executors, administrators, or assigns, or any of them, at the end of the said — years, or other sooner determination of these presents, to take down and carry away, [such and such things,] erections, buildings, furnitures, and ornaments, as he or they shall, during the said term, have fixed, erected, and set up, in or upon the said premises, doing as little damage to the said messuage or tenement as he possibly can, unless the said Cyrus Drew, his heirs or assigns, be willing to have and keep the same, and thereof shall give notice to the said Adam Brown, and shall and do pay, or cause to be paid, unto the said Adam, his executors, administrators, or assigns, so much money for the same as they shall be reasonably valued at by two indifferent persons, the one to be chosen by the said Adam, his executors, administrators, or assigns, and the other by the said Conrad, his heirs or assigns. In witness, &c.

That Lessee may deduct the charges of Repairs out of his Rent.

And also that it shall and may be lawful to and for the said Adam Brown, his executors, administrators, and assigns, to retain, deduct, and keep out of every year's rent, agreed to be paid to the said Cyrus Drew, his heirs, or assigns, as aforesaid, all and so much money as he the said Adam Brown, his executors, administrators, or assigns, shall from time to time, during the said term, have paid for taxes agreed to be paid by the said Cyrus Drew, his heirs and

assigns; and also for such repairs, amendments, and additions, by him made or done, or caused to be made and done in and about the premises, by and with the consent or direction of the said Cyrus, his heirs or assigns, or without, so that such money be laid out and expended in repairing and supporting the said premises, or some part thereof. In witness, &c.

That Lessee shall not assign his Lease or let the Premises, &c.

And the said Andrew Brown, for himself, his heirs, executors, and administrators, doth further covenant, promise, and agree, to and with the said Cyrus Drew, his heirs and assigns, that he the said Andrew, his executors or administrators, shall not, nor will not, at any time or times hereafter, during the continuance of this demise, assign or set over this present indenture of lease, or lease, set, or let, the said premises hereby demised, or any part thereof, for all or any part of the term hereby granted, to any person or persons whomsoever, (using or exercising the trade or business of painter, glazier, &c.) nor shall nor will make or do, or cause to be made or done, any addition, diminution, or alteration whatsoever, in, to, or about the messuage, or tenement hereby demised, without license and consent of the said Cyrus Drew, his heirs or assigns, in writing first had and obtained, for all and every one of the purposes aforesaid. In witness, &c.

To Repair the premises, having an Allowance of Materials.

And also that he the said Charles Clark, his exe-

cutors, administrators, or assigns, shall and will, at his and their own proper costs and charges, from time to time, and at all times, during the continuance of this demise, when, where, and as often as need or occasion shall be or require, well and sufficiently repair, uphold, support, maintain, preserve, and keep the said messuages or tenements, out-houses, and buildings hereby demised, and all the walls, hedges, fences, gates, stiles, bridges, inclosures thereunto belonging, in, by, and with all and all manner of needful and necessary reparations and amendments whatsoever, being allowed on the said premises, or within — distance therefrom, rough timber on the stem, bricks, tiles, and lime, for the doing thereof, to be carried to the said demised premises, at the charge of the said Charles Clark, his executors, administrators, or assigns, casualties happening by fire without the wilful default of the said Charles, his executors, administrators, or assigns, and also by lightning and tempest and foreign and domestic enemies of the state only excepted; (provided such damages exceed at any one time one hundred dollars,) otherwise to be repaired by the said Charles Clark, his executors, administrators, or assigns, being allowed rough timber bricks, tiles, and lime, for the doing thereof as aforesaid.

That the Lessor may enter to view the Repairs.

And further that it shall and may be lawful, to and for the said Cyrus Drew and his assigns, during such part of the term hereby demised as he shall happen to live, and from and after his decease, to and for such person or persons as shall from thenceforth during the

then residue of the said term be intitled to the freehold and inheritance of the said premises with workmen or others in his or their company or without, twice or oftener in every year during the term hereby granted, at seasonable times in the day time, to enter and come into and upon the said demised premises or any part thereof, there to view, search, and see the estate and condition of the reparations of the same, and of all defaults, defects, or want of reparations which upon every or any such view shall be from time to time found, to give or leave notice or warning thereof in writing at the said demised premises, unto and for the said Andrew Brown, his executors, administrators, or assigns, to repair and amend the same within the space of two months then next following, within which said time and space of two months next after every such notice or warning, he the said Cyrus Drew, his executors, administrators, or assigns, shall and will repair and amend the same accordingly, being allowed such materials for the doing thereof as aforesaid (except as herein before is excepted.)

That Lessee shall use the Hay, &c. on the premises, and spread the Dung thereon.

And also that he the said Cyrus Drew, his executors administrators, or assigns, shall and will, during the continuance of this demise, use, and spread on the said demised premises, all the hay and straw arising therefrom, and all the compost and dung which shall be made thereby, shall spread and bestow upon the said premises in a husband-like manner, save only

the compost or dung to be made in the last year of his demise, which the said Cyrus, his executors, administrators, or assigns, shall leave upon the said premises, unto and for the said Andrew Brown, or his assigns, if then living; but in case of his decease, to and for such other person or persons as shall then be intitled to the freehold and inheritance of the said premises, without being paid or allowed any thing for the same.

That Lessee shall fallow the Land, and not mow more than once a year.

And also that he the said Cyrus Drew, his executors, administrators, or assigns, shall not crop or sow any part of the arable land which he hath liberty to keep in tillage as aforesaid, above two years together but every third year permit the same to lie fallow and unsown, and not cross crop the same or any part thereof; and when and as it shall be laid down, shall and will sow the same with grass-seed in a husband-like manner, and shall not mow or cause to be mowed any of the meadow or pasture ground hereby demised more than once in any one year of the said term, but shall and will during the said term, plough, sow, manure, and manage, all the ground hereby demised in a due and regular course of husbandry according to the custom of the country, and preserve all the trees, young oaks, and saplings growing on the said premises, and not do or commit, or cause to be done or committed, any manner of waste, spoil, or destruction, in or upon the said demised premises, or any part thereof.

To lay down part of the Ground with Clover, &c.

And also that he the said Cyrus Drew, his executors, administrators, or assigns, shall and will the summer preceding the expiration or other sooner determination of this demise, summer-fallow twenty-five acres of such part of the arable land hereby demised as shall be then in course, in a husband-like manner, fit to be sown with a crop the ensuing season, and also lay down with clover seed and rye grass, twenty-five acres more of the arable land hereby demised, which shall be then in tillage, and sow upon each acre thereof ten pounds of the best clover seed, and two bushels of the best rye grass seed.

That Lessee may dispose of Hay and Straw, &c.

And also that he the said Cyrus Drew, his executors, administrators, or assigns, shall and may, at any time during this demise, except only in the last year thereof, have liberty to dispose of any quantity of the hay and straw arising from the said premises on bringing and laying upon the same premises where most need requires, one good load of rotten dung for every load of hay and straw so sold and disposed of.

From Lessor, to provide Lessee Materials to repair.

And the said Mary Meux, for herself, her executors, administrators, and assigns, doth covenant, promise, and agree, to and with the said Caleb Crow, his executors, administrators, and assigns, by these

presents, in manner following, that is to say, that she the said Mary Meux, or her assigns, during such part of the said term as she shall happen to live, and from and after her decease such person or persons as shall from thenceforth during the then remainder of the said term be intitled to the freehold and inheritance of the said premises, shall and will from time to time at seasonable times in the year, upon every reasonable request, when and so often as need shall require, during the continuance of this demise, find, provide for, and allow unto the said Caleb Crow, his executors, administrators, or assigns, on the said demised premises or within two miles distance therefrom, necessary rough timber, bricks, and lime, for such the repairs of the said messuages or tenements, out-houses, and buildings hereby demised, together with the gates, stiles, pales, rails, and fences belonging thereunto respectively, as aforesaid, the said materials to be carried to the said demised premises at the charge of the said Caleb Crow, his executors, administrators, or assigns.

That certain Trades shall not be exercised upon the Premises.

And also that he the said Jonathan James, his executors, administrators, and assigns, shall not, nor will not, during the continuance of the said term hereby granted, permit or suffer any person or persons to use or follow in or upon the said hereby demised messuage or tenement, and premises, or in or upon any part thereof, the trade of a chair-maker, butcher, currier, soap-boiler brewer, distiller, tallow-chandler

sugar-baker, tinman, plumber, dyer, smith, or any nauseous, or offensive business whatsoever, without the license and consent of the said Samuel Smith his executors, administrators, or assigns, first had and obtained in writing for that purpose.

That Lessor shall pay the Taxes.

That he the said Samuel Smith, his executors, administrators, and assigns, shall and will from time to time, and at all times during the said term hereby granted, well and truly pay, or allow out of the rent hereby reserved, all rates, taxes, duties, charges, and assessments whatsoever, that shall or may be assessed, charged, rated, or imposed on the said hereby demised premises, or any part thereof, and thereof and therefrom save harmless, and keep indemnified the said Jonathan James, his executors, administrators, and assigns, and also his and their lands and tenements.

That Lessee shall pay the Rent and all the Taxes.

And the said Jonathan James doth hereby for himself, his executors, administrators, and assigns, covenant, promise, and agree, to and with the said Samuel Smith, his executors, administrators and assigns, by these presents, in manner and form following, that is to say, that he the said Jonathan James, his executors, administrators, or assigns, shall and will yearly and every year, during the continuance of the said term hereby demised, well and truly pay or cause to be paid unto the said Samuel Smith, his executors, administrators, or assigns, the said yearly rent or sum

of — dollars, on the several days and times, and in manner and form as the same is herein before reserved and made payable; and also shall and will well and truly pay, or cause to be paid, all the taxes, rates, and assessments whatsoever, which now are, shall, or may at any time hereafter, during the continuance of the said term hereby demised, be rated, taxed, charged, or assessed, on the said demised premises, or any part thereof.

To insure the premises from Fire, and to rebuild in case of Damage.

And that he the said Richard Clyde, his executors, administrators, and assigns, shall and will, at his and their own proper costs and charges, from time to time sufficiently insure all and every the messuages or tenements, erections, or buildings which shall be erected and built upon the said piece or parcel of ground hereby demised, or any part thereof from casualties by fire, during the then remainder of the said term hereby granted, in some or one of the public offices kept for that purpose in —, and in case the said messuages or tenements, erections, or buildings, or any of them, or any part of any of them, shall at any time or times during the said term be burnt down, destroyed, or damaged by fire, shall and will from time to time immediately afterwards rebuild, or well and sufficiently repair the same.

Warrant.

And the said Thomas Martin, for himself, his heirs, executors, and administrators, doth covenant,

promise, grant, and agree, to and with the said John Brady, his heirs and assigns, by these presents, that he the said Thomas Martin, and his heirs, the said above mentioned and described messuage and tenement, and tract of land, hereditaments and premises hereby granted, or mentioned or intended so to be, with the appurtenances, unto the said John Brady, his heirs and assigns, against him, the said Thomas Martin, and his heirs, and against all and every other person and persons whomsoever, lawfully claiming, or to claim, by, from, or under him, them or any of them, shall and will warrant and for ever defend, by these presents.

Further Assurance.

And further, that he, the said Thomas Martin, and his heirs, and all and every other person or persons lawfully claiming, or to claim, by, from, or under him, them, or any of them, shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the proper cost and charges in the law of the said John Brady, his heirs and assigns, make, do, and execute, or cause and procure to be made, done, and executed, all and every such further and other lawful reasonable act or acts, deed or deeds, device and devices in the law, whatsoever, for the further, better, more perfect and absolute assurance and confirmation of the said messuage or tenement, &c. hereditaments and premises hereby granted or mentioned or intended so to be, with the appurtenances, unto the said John Brady, his heirs and assigns, as by him or them, or by his or their

counsel learned in the law, shall be reasonably advised, devised, or required.

For Quiet Enjoyment.

And the said Thomas Martin, for himself, his heirs, executors, and administrators, doth covenant, promise, grant, and agree, to and with the said John Brady, his heirs and assigns, by these presents, that he, the said John Brady, his heirs and assigns, shall and lawfully may, from time to time, and at all times hereafter, peaceably and quietly have, hold, use, occupy, possess, and enjoy the said messuage or tenement, &c. hereditaments and premises, hereby granted, or mentioned, or intended so to be, with the appurtenances, without the lawful let, suit, hindrance, or molestation of the said Thomas Martin, his heirs or assigns, or of any other person or persons whatsoever, by or with his, their, or either of their act, means, consent, privity, or procurement. In witness whereof, the said parties have, &c.

Against Incumbrance.

And the said George Fisher and Peter Daly, for themselves, their heirs, executors, and administrators, do severally, and not jointly, nor the one for the other, or for the act or deed of the other, but each for his own acts only, covenant, promise grant, and agree, to and with the said John Brady, his heirs and assigns, by these presents, that they, the said George Fisher and Peter Daly, have not heretofore done, committed, or wittingly or willingly suffered to be done or committed, any act, matter, or thing what

soever, whereby the premises hereby granted, or any part thereof, is, are, or shall or may be impeached, charged, or incumbered, in title, charge, estate, or otherwise howsoever. In witness whereof, &c.

⤵ This covenant is generally inserted in deeds given by executors.

DEEDS.

Deed by Executors.

(1.)

THIS INDENTURE, made the second day of October, in the year of our Lord one thousand eight hundred and twenty-eight, between Abraham Brown and Charles Davis, of, &c. executors of the last will and testament of Edward Fraley, late of, &c. of the one part, and George Hughes, of, &c. of the other part, Whereas the said Edward Fraley, by virtue of divers good conveyances and assurances in law, duly had and executed, became in his lifetime lawfully seized in his demesne, as of fee (amongst other lands) of and in a certain messuage or tenement and tract of land, situated in the township of Moyamensing, in the county of Philadelphia aforesaid, containing one hundred acres, be the same more or less, and being so thereof seised, made his last will and testament in writing, bearing date the fourth day of July, A. D. one thousand eight hundred and twenty, wherein and whereby amongst other things, he ordered that

the whole of his real estate should be sold by his executors therein after named, of which said will he appointed Abraham Brown and Charles Davis executors, as in and by the said recited will, since his decease duly proved, and remaining in the Register's office at Louisville, recourse being thereunto had, appears. *Now this indenture witnesseth*, that the said Abraham Brown and Charles Davis, executors as aforesaid, for and in consideration of the sum of two thousand dollars, to them in hand paid by the said George Hughes, at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, released, and confirmed, and by these presents, by force and virtue of the said last recited will, do grant, bargain, sell, alien, release, and confirm unto the said George Hughes, all that above mentioned and described messuage, &c. bounded and described as follows: Beginning; &c. [here describe the premises.]

(2.)

Together with all and singular the houses, out-houses, buildings, barns, stables, ways, woods, waters, water courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof: And also all the estate, right, title, interest, property, claim, and demand whatsoever of the said Edward Fraley, at and immediately before the time of his decease, in law or equity, or otherwise howso-

ever, of, in, to, or out of the same. *To have and to hold* the said messuage or tenement and tract of one hundred acres of land, hereditaments, and premises hereby granted, or mentioned or intended so to be, with the appurtenances, unto the said George Hughes, his heirs and assigns, to the only proper use and behoof of the said George Hughes, his heirs and assigns, for ever. And the said Abraham Brown and Charles Davis, executors aforesaid, for themselves, their heirs, executors, and administrators, do severally and not jointly, nor the one for the other, or for the act or deed of the other, but each for his own acts only, covenant, promise, grant, and agree, to and with the said George Hughes, his heirs and assigns, by these presents, that they the said Abraham Brown and Charles Davis have not heretofore done or committed any act, matter, or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, are, or shall or may be impeached, charged, or encumbered, in title, charge, estate, or otherwise howsoever. In witness whereof, &c.

✂ This covenant is generally inserted in deeds given by executors.

Deed by Administrators, by order of Orphans' Court to satisfy Debts, &c.

(3.)

THIS INDENTURE, made the tenth day of October, in the year of our Lord, one thousand eight hundred and nineteen, between Adam Bancroft and Charles

Drew, administrators of all and singular the goods and chattels, rights and credits, which were of E. F. late of, &c. yeoman, who died intestate, of the one part, and G. H. of, &c. of the other part: Whereas, &c. [here recite the former title.] By force and virtue of which said last recited indenture, or of some had and executed, the said E. F. became in his other good conveyances and assurances in law, duly lifetime lawfully seised in his demesne as of fee, of and in the premises aforesaid with the appurtenances, and being so thereof seised, died intestate; after whose death, to wit, at an Orphans' Court, held at —, in and for the county of —, the tenth day of July, one thousand eight hundred and twenty-eight, upon the petition of Adam Bancroft and Charles Drew, the administrators aforesaid, stating to the said Court, that the personal estate of the said deceased was not sufficient for the payment of the debts of the said intestate, [or say not sufficient for the maintenance and education of the minor children of the said intestate, as the case may be] and praying the Court to direct a sale to be made of the above described messuage, &c. it was considered and ordered by the said Court, that the premises aforesaid should be sold at public sale, on the twenty-second day of April then next, for the purpose aforesaid, and that a report of the proceedings thereof be made to the next Orphan's Court, to be held for the said county, after such sale.

(4.)

In pursuance of which said order, the said

Adam Bancroft and Charles Drew, administrators as aforesaid, after having given due public and timely notice of the time and place of sale, did on the day and time therein mentioned, expose the premises aforesaid to sale by public vendue or outcry, and sold the same to George Harris, for the sum of three thousand dollars lawful money of the United States, he being the highest bidder, and that the best price bid-den for the same; which sale, on report thereof made to the Judges of the said Court, was, on the tenth day of May following, by them confirmed. And it was considered and adjudged by the said Court, that the same should be and remain firm and stable for ever, as by the records and proceedings of the said Court, relation being thereunto had, will at large appear.

(5.)

NOW THIS INDENTURE WITNESSETH, that the said Adam Bancroft and Charles Drew, for and in consideration of the said sum of three thousand dollars to them in hand paid by the said George Harris, at and before the sealing and delivery hereof, the receipt whereof they do hereby acknowledge, and thereof acquit and for ever discharge the said George Harris, his heirs, executors, and administrators, by these presents, have granted, bargained, sold, released, and confirmed, and these presents, in pursuance and by virtue of the said order of the Court, do grant, bargain, sell, release, and confirm unto the said George Harris, and to his heirs and assigns, all that the said messuage, &c. bounded and described as follows: Beginning &c. [here describe the premises, and con-

clude with No. 2, making the necessary alterations for the names.]

Short Form of the Foregoing.

(6.)

THIS INDENTURE made, &c. between A. B. and C. D. of the one part, and G. H. &c. of the other part [as in No. 3.] Whereas the said E. F. in his lifetime, at the time of his death, was lawfully seised in his demesne as of fee, of and in the following described messuage or tenement and tract of land ; situated in the township of Moyamensing in the county of Philadelphia aforesaid, adjoining lands of Isaac Kirk, Leonard Mole, and Nicholas Oliver, containing one hundred acres. And whereas the administration of the estate of the said E. F. deceased, was lawfully committed to the said A. B. and C. D. who having undertaken the same, did render the account of the administration aforesaid, before the Judges of the Orphans' Court of the county aforesaid, by which it appeared that the personal estate of the said E. F. deceased, was not sufficient to pay his just debts and maintain his minor children: And whereas by the petition of the said A. B. and C. D. to the said Judges, setting forth the premises, and praying the said Court to allow them to make sale of so much of the said land as the said Court should judge necessary for the purposes aforesaid ; it was thereupon considered and ordered by the said Court, that fifty acres, part of the above mentioned land, adjoining lands of Leonard Mole, and Nicholas

Oliver, should be sold on the twenty-second day of April next, according to the prayer of the said petitioners, as by the records and proceedings of the said Court, relation being thereunto had appears. *IN PURSUANCE, &c.* [here proceed with Nos. 4 and 5, and conclude with No. 2.]

*Deed by Administrators, after Valuation, and refusal
of all the Heirs*

(7.)

THIS INDENTURE, &c. [see No. 3.] Whereas the said E. F. in his lifetime, and at the time of his death, was lawfully seised in his demesne as of fee, of and in the following described messuage, &c. [here describe the premises.]

(8.)

And whereas, at an Orphans' Court, held at Baltimore, in and for the county of Baltimore, aforesaid, on the tenth day of July last past, upon the petition of Isaac Moyer, eldest son (or as the case may be) of the said E. F. deceased, praying the Court to award an inquest to make partition of the real estate of the said intestate, in the said petition mentioned, to and among his children and representatives, in such manner, and in such proportions, as by the laws of Maryland is directed and appointed, if such partition could be made without prejudice to or spoiling the whole, otherwise to value and appraise the same, the said inquest was awarded by the Court according to the prayer of the said petitioner.

(9.)

Whereupon a writ of partition or valuation issued out of the said Court, bearing date the same tenth day of July, to the Sheriff of the said county directed, commanding him to summon an inquest, to make partition of the said real estate to and among the children and representatives of the said intestate, according to law, if such partition could be thereof made without prejudice to and spoiling the whole; but if such partition could not be thereof made as aforesaid, then to value and appraise the same: And that partition or valuation so made, he should distinctly and openly have before the justices of the said Court at Baltimore the first day of December then next.

(10.)

At which day, before the justices aforesaid, the Sheriff of the said county, to wit, Nicholas Ogle, made return of the said writ, with a schedule thereunto annexed, by which schedule or inquisition, under the hand and seal as well of the said Sheriff, as of the inquest therein named, it appears, by the oaths and affirmations of the said inquest, that the real estate in the said writ mentioned, could not be parted and divided to and among the parties therein named, without prejudice to or spoiling the whole thereof: And therefore the inquest aforesaid, upon their oaths and affirmations aforesaid, had valued and appraised the same at the sum of two thousand dollars, which return and valuation were, on motion, confirmed by the Court.

(11.)

And whereas all the heirs and legal representatives of the said E. F. have severally and respectively refused to take the said messuage, &c. at the valuation aforesaid, the said Court upon the application of the said Leonard Moss, (or as the case may be,) did grant a rule upon all the heirs and representatives of the said intestate, to show cause at the Orphan's Court to be held on the first day of December then next ensuing, why the said real estate should not be sold according to the acts of the General Assembly in such case made and provided, at which said time and place, legal notice of the aforesaid rule being proved to have been duly given, and no cause having been shown why the said real estate should not be sold as aforesaid, the said Court did then and there order the said A. B. and C. D. administrators as aforesaid, to expose the premises aforesaid to public sale on the second day of January then next ensuing, having first given sufficient security according to law, for the faithful performance of the trust committed to them. In pursuance, &c. [Here proceed with Nos. 4 and 5, concluding with No. 2.]

*Deed of Trust or Assignment for the Benefit of
Creditors.*

(12.)

THIS INDENTURE, made the tenth day of September, Anno Domini one thousand eight hundred and twenty-eight, between A. B. of the City of Pittsburg,

R

and state of Pennsylvania, merchant, of the one part, and C. D. of the same place, of the other part.

WHEREAS the said A. B. owing to sundry losses and misfortunes, is at present unable to discharge his just debts, and is willing to assign all his property for the benefit of his creditors :

NOW THIS INDENTURE witnesseth, that the said A. B. as well in consideration of the premises, and for the purpose of making a just distribution of his estate and effects among his creditors, as also of the sum of one dollar, to him in hand paid, by the said C. D. the receipt whereof is hereby acknowledged, hath granted, bargained, sold, assigned, transferred and set over, and by these presents doth grant, bargain, sell, assign, transfer, and set over, unto the said C. D. his heirs and assigns, all that certain messuage &c. [here describe the lands, tenements, &c. intended to be conveyed.] AND also all his goods, chattels, and effects, and property of every kind, real, personal, and mixed: TO HAVE AND TO HOLD, receive and take the same to the said C. D. his heirs and assigns, to the proper use and behoof of the said C. D. his heirs and assigns, for ever. IN TRUST, however, and to the intent and purpose that he, the said C. D. shall and do as soon as convenient sell and dispose of all the lands, tenements, goods, and chattels, of him the said A. B. and collect and recover all the outstanding claims and debts to him due, and with the moneys arising therefrom, after deducting his reasonable costs and charges, shall and will pay, &c.

If no preference is to be given, say : " pay and dis-

charge all the just debts of him, the said A. B. equally and ratably, without distinction or preference."

But if a preference is to be given, then say: "pay and discharge a certain debt of one thousand dollars, due and owing by the said A. B. to a certain E. F. and satisfy and take up a certain note for five hundred dollars, drawn by said A. B. and endorsed by G. H. and discounted at the Mechanics' Bank of Pittsburg, and the residue, after discharging said debt and note, shall divide and distribute equally and ratably among the several creditors of the said A. B. without preference or distinction."

If a release is stipulated for, say: "Pay and discharge equally and ratably all debts due by the said A. B. to any person or persons who shall within sixty days from and after the date of these presents, execute to the said A. B. a release of their claims respectively." AND the surplus, if any remains, after fulfilling all the trusts aforesaid, pay over and return to the said A. B. his heirs, executors, administrators or assigns, in a reasonable time hereafter.

IN TESTIMONY whereof, the said A. B. hath hereunto set his hand and seal, the day and year above written.

Sealed and delivered, &c.

Deed of Gift.

(13.)

THIS INDENTURE, made the tenth day of June, in the year of our Lord one thousand eight hundred and twenty-nine, between A. B. of, &c. cordwainer, and N. his wife, of the one part, and T. B. the younger,

(son of the before named A. B. and N. his wife) of the same place, cordwainer, of the other part, Witnesseth, that the said A. B. the elder, and N. his wife, for and in consideration of the natural love and affection which they have and bear unto the said T. B. the younger, and also for and in consideration of the sum of one dollar, to them in hand paid by the said T. B. the younger, at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, Have given, granted, aliened, enfeoffed, and confirmed, and by these presents do give, grant, alien, enfeoff, and confirm unto the said T. B. the younger, his heirs and assigns, ALL that messuage, &c. [here describe the premises, and recite the title.] Together with all and singular, &c.

Deed of Partition.

(14.)

THIS INDENTURE, made, &c. [here insert the parties.] WHEREAS the said A. B. and C. D. now stand seised in fee simple, as tenants in common, of and in a certain tract or parcel of land, situated in Moyamensing township aforesaid, adjoining lands of L. M., N. O., P. Q., containing one hundred acres, with the appurtenances. NOW THIS INDENTURE WITNESSETH, that the parties to these presents have agreed to make, and by these presents do make, a full, just, and equal partition and division between them, of and in the aforesaid tract of land, according to their respective shares and interests therein, in manner following, that is to say: That the said A. B. and his heirs, shall have all that piece or allotment

of land, part of the said tract, beginning, &c. containing, &c.

(15.)

Together with the messuages, edifices, buildings, and improvements, on the said described piece of land, and all the ways, woods, waters, water-courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever, thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits, thereof. **TO HOLD AND ENJOY** the same unto the said A. B. his heirs and assigns for ever, in severalty, as his and their full part, share, and dividend, of and in all and singular the premises: And the said C. D. doth by these presents, for him and his heirs, give, grant, allot, assign, set over, release, and confirm, unto the said A. B. and to his heirs and assigns for ever, the said described piece or allotment of land, with the appurtenances. **TO HAVE AND TO HOLD** to him the said A. B. his heirs and assigns, to the only proper use and behoof of him the said A. B. his heirs and assigns for ever, in severalty.

(16.)

And that the said C. D. and his heirs, shall have all that piece or allotment of land (residue of the said tract) beginning, &c. containing, &c. together, &c. [as in No. 15.]

17.)

And the said C. D. for himself, his heirs, executors, and administrators, doth covenant, promise, and

grant, to and with the said A. B., his heirs and assigns, and every of them, by these presents, that he the said A. B. his heirs and assigns, shall or lawfully may from time to time, and at all times hereafter, for ever, freely, peaceably, and quietly, have, hold, occupy, possess, and enjoy, the said last described piece or allotment of land, containing, &c. with the appurtenances, and receive and take the rents, issues, and profits thereof, without the let, suit, trouble, molestation, interruption, or denial, of him the said A. B. his heirs or assigns, or of any other person or persons whatsoever, lawfully claiming, or to claim by, from or under him, them, or any of them, or by or with his, their, or any or either of their acts, means, consent, privity, or procurement. And the said A. B. for himself, &c. [Here insert the same covenant from A. B. to C. D.]

In witness whereof, the said parties have hereunto set their hands and seals, dated the day and year above written.

☞ There must be two of these indentures, drawn precisely alike, and indented so as to fit exactly, when turned head to head; and each of the parties must sign both.

Deed of a Water Course.

(18.)

THIS INDENTURE, made &c. [here insert the parties.] Whereas the said Andrew Bond and Charles Davis, at the time of the sealing and delivery of these presents, are respectively seised in fee, of and in two

contiguous tracts, pieces, or parcels of land, with the appurtenances, in the township of Blockley aforesaid: And whereas there is a dam and race, or water-course, built, erected, and made, in and upon a certain run or stream of water, (called Sandy Creek,) within the land of the said Andrew Bond, for watering, overflowing, and improving meadow ground thereon. Now this indenture witnesseth, That on said Andrew Bond, for divers good causes and considerations, and more especially for and in consideration of the sum of one dollar, to him in hand paid, by the said Charles Davis, at or before the sealing and delivery hereof, the receipt whereof he doth hereby acknowledge, hath granted, bargained, sold, released, and confirmed, and by these presents doth grant, bargain, sell, release and confirm, unto the said Charles Davis, and to his heirs and assigns, all the water of the said run or stream of water, to be led and conveyed from the said dam, along the race or water course aforesaid, into the said land of the said Charles Davis, for the space of four days in every week, to wit: From Tuesday evening, at sunset, to Saturday evening at sunset, from the first day of April, to the first day of October, yearly, and every year, for the watering, overflowing, and improving of meadow ground on the land of the said Charles Davis, together with free ingress, egress, and regress, to and for the said Charles, his heirs and assigns, and his and their workmen, with horses, carts, and carriages, at all convenient times and seasons, through the land of the said Andrew Bond, his heirs and assigns, in and along the banks of the

said dam and race or water-course, for the amending, cleansing, and repairing the same, with liberty and privilege, for that purpose, to dig and take stones and earth from the adjacent land of the said Andrew Bond, when and as often as need be or occasion require: To have and to hold all and singular the premises and privileges hereby granted, or mentioned, or intended so to be, with the appurtenances, unto the said Charles Davis, to the only proper use and behoof of the said Charles, his heirs, and assigns for ever, he or they paying one moiety or half part of the expenses which from time to time may accrue, in supporting, cleansing, and repairing, the dam and water-course aforesaid. In witness, &c.

Deed of an Alley or Passage.

(19.)

THIS INDENTURE, made, &c. [here insert the parties] Witnesseth, that the said A. B. for and in consideration of the sum of two hundred dollars, lawful money of the United States, unto him well and truly paid by the said C. D. at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said C. D. and to his heirs and assigns, the free and uninterrupted use, liberty, and privilege of, and passage in and along, a certain alley or passage of six feet in breadth by one hundred feet in depth, extending out of and from Fourth street in the said city, along the east side of the present messuage, dwelling

house, and lot, of the said C. D. together with free ingress, egress, and regress, to and for the said C. D. his heirs and assigns, his and their tenants and undertenants, occupiers or possessors, of the mesuage and ground of the said C. D. contiguous to the said alley or passage, at all times and seasons, for ever hereafter, into, along, upon, and out of the said alley, in common with him the said A. B. his heirs and assigns, tenants or occupiers of the mesuage and ground of the said A. B. adjacent to the same alley: To HAVE AND TO HOLD all and singular the privileges aforesaid to him the said C. D. his heirs and assigns, to the only proper use and behoof of him the said C. D. his heirs and assigns, for ever, in common with him the said A. B. his heirs and assigns, as aforesaid: Subject nevertheless to the moiety or equal half part of all necessary charges and expenses which shall from time to time accrue, in paving, amending, repairing, and cleansing the said alley. In witness, &c.

Deed Poll for Unpatented Land.

(20.)

KNOW ALL MEN BY THESE PRESENTS, That A. B. of Blockley township, in the county of Philadelphia and state of Pennsylvania, joiner, and H. his wife, for and in consideration of the sum of four hundred dollars, to them in hand paid by C. D. of Moyamensing township, in the county and state aforesaid, at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released, and confirm-

ed, and by these presents, do grant, bargain, sell, release, and confirm unto the said C. D. his heirs, and assigns, all their estate, right, title, interest, property, claim, and demand whatsoever, of, in, to, or out of a certain tract or parcel of land, situated, &c. containing one hundred acres, be the same more or less, surveyed or intended to be surveyed, by virtue of a warrant for the same, bearing date the first day of July, one thousand seven hundred and ninety-six, granted to the said A. B. as by the said warrant remaining filed in the Surveyor General's Office, recourse being thereunto had appears.

(21.)

Together with all and singular the rights, members, and appurtenances thereunto belonging, or in any wise appertaining; and the reversions and remainders, rents, issues, and profits thereof: To have and to hold the said tract of land, hereditaments, and premises, hereby granted, or mentioned or intended so to be, with the appurtenances, unto the said C. D. his heirs and assigns, to the only proper use and behoof of the said C. D. his heirs and assigns for ever, subject to the payment of the arrearages, if any, due to the Commonwealth for patenting the same.

(22.)

And the said A. B. and his heirs, the said hereby granted premises, unto the said C. D. his heirs and assigns, against him the said A. B. and his heirs, and against all and every other person and persons whatsoever, lawfully claiming or to claim

by, from, or under him, them, or any of them, shall and will warrant and for ever defend, by these presents. In witness whereof, &c.

Deed Poll on disfranchising a Member of a Company.

TO ALL TO WHOM THESE PRESENTS SHALL COME, the master, wardens, and society, of the art and mystery of Carpenters of the city of ———, send greeting: Know ye, that we, for divers good causes and considerations, have acquitted, released, and discharged, and by these presents, for us and our successors, do acquit, release, and discharge, Andrew Bryan, of ———, of and from his freedom in the said society or company, and of and from all other offices, duties, charges, payments, and things whatsoever relating thereto, or whereto he now stands engaged by virtue of any charters, bye-laws, ordinances, or other matter or thing whatsoever; and so as of and from the same, he shall and may at all times hereafter be fully and absolutely discharged by these presents. In witness whereof, we have hereunto caused to be set the seal of our Society, this ——— day of ———, in the ——— year of our Lord.

By Trustees of an Insolvent Debtor.

THIS INDENTURE made, &c. between John Dunn and Bruce Page, trustees legally nominated and appointed, of Noah Rice, an insolvent debtor, of the one part, and Jesse Wingate, of ———, taylor, of the other part: Whereas the said Noah Rice, being lawfully seised in his demesne, as of fee (among other things) of and in a certain lot or piece of ground,

situated in the town of —, bounded and described as follows, that is to say: By lot —, &c. containing —, with the appurtenances, did at a court of common pleas, held at —, for the county of —, on the —, prefer his petition to the judges of the said court, offering to deliver up to the use of his creditors, all his property, real, personal, and mixed, to which he was in any manner entitled, a schedule whereof on oath, together with a list of his creditors as far as he could ascertain them, and the nature of their debts being exhibited with and annexed to his petition, and thereupon the said court did direct due and legal notice, according to the act of assembly, of such application to be given to the creditors of the said Noah Rice, and did assign the — day of — then next, for their appearance at — aforesaid, pursuant to the prayer of the said petition. Whereupon at the time and place appointed on the appearance of the creditors of such debtor [or as the case may be] the said Noah Rice having complied with all the requisitions of the act of the general assembly in such case made and provided, and having executed a deed to the said John Dunn and Bruce Page, who were duly appointed by the said court trustees on behalf of the said creditors, for all his property, debts, rights, and claims, in trust for his said creditors, the said court did make an order that the said Noah Rice should not at any time thereafter be liable to imprisonment by reason of any judgment or decree obtained for the payment of money only, or for any debt, damage, cost, sum or sums of money contracted, accrued, or occasioned, owing or becoming due,

before the time of such assignment, and the said Noah Rice was accordingly discharged and set at liberty, as by the records and proceedings of the same court, remaining at — reference thereunto being had may fully and at large appear. Now this indenture witnesseth, that the said John Dunn and Bruce Page (having first given bond with security for the faithful performance of their trust) for and in consideration of the sum of —, to them in hand paid by the said Jesse Wingate, at and before the sealing and delivery hereof, the receipt and payment whereof they do hereby acknowledge, and thereof acquit and for ever discharge the said Jesse Wingate, his heirs, executors, and administrators, by these presents, have granted, bargained, sold, released, and confirmed, and by these presents [by virtue of the powers and authorities to them given by the act of general assembly in such case provided] do grant, bargain, sell, release, and confirm unto the said Jesse Wingate, his heirs and assigns, all that the above mentioned and described lot or piece of ground, together with all and singular the rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said Noah Rice, of, in, to, or out of the same: To have and to hold the said lot or piece of ground, hereditaments and premises hereby granted, or mentioned or intended so to be, with the appurtenances, unto the said Jesse Wingate, his heirs and assigns, to his

and their own proper use and behoof for ever, for such estate and under such rents and conditions as he the said Noah Rice had and held the same at and immediately before the time of executing the said deed to the said John Dunn and Bruce Page, but for no larger or greater estate than he the said Noah Rice then and there had and held the same. In witness, &c.

ELECTION RETURNS.

District Return.

To the judges delegated from the different districts of the county of Lancaster, to meet at the courthouse in the city of Lancaster.

At an election held on Tuesday, the — day of October, A. D. one thousand eight hundred and twenty-eight, at the house of —, in the township of —, in the County of Lancaster, being the third election district of the said county, on closing the poll, and counting the votes, it appeared, that for

Governor.

A. B. had three hundred votes - - 300

Representatives in Congress.

C. D. had three hundred votes - - 300

E. F. had one hundred and sixty votes - 160

Senator.

G. H. had two hundred and twenty-five votes 225

Members of the House of Representatives.

J. K. had _____

L. M. had _____

N. O. had _____

Sheriff.

P. Q. had _____

R. S. had _____

Coroner.

J. U. had _____

V. W. had _____

Commissioners.

X. Y. had _____

B. G. had _____

Director of the Poor.

A. B. C. had _____

Auditors.

C. B. had _____

A. L. had _____

M. O. had _____

In testimony whereof, we the judges of said district have hereunto set our hands, the said _____ day of October, A. D. 1828.

. E.

D. B.

B. F.

County Return of Representatives in Congress.

To the judges deputed from the counties of D. C

M. and H. to meet at the house now occupied by — in — in the county of — D.

We the subscribers, judges of the election, held in the several districts of the county of D: on the tenth instant, (it being the second Tuesday in October, A. D. one thousand eight hundred and twenty-eight,) to wit, A. B. one of the judges of the first district; C. D. one of the judges of the second district; E. F. one of the judges of the third district; G. H. one of the judges of the fourth district, &c. [one judge from each district, according to the number of districts in the county] being met together at the court-house of the said county, and having carefully examined the returns of the said several districts, and enumerated and added together the votes therein contained, do certify, that at the said election, the votes for representatives in Congress of the United States, appear to be as follows: viz:

For K. L. eight hundred votes	-	-	800
For M. N. seven hundred votes	-	-	700
For O. P. six hundred votes	-	-	600
For Q. R. four hundred votes	-	-	400

In testimony whereof, we have hereunto set our hands and seals, this tenth day of October, A. D. one thousand eight hundred and twenty eight.

A. B. [L. s.]

C. D. [L. s.]

E. F. [L. s.]

Of Governor.

To the Honourable the Speaker of the Senate of the commonwealth of Pennsylvania:

We the subscribers, judges of the election, held in the several districts of the county of Berks, on the tenth instant (it being the second Tuesday in October, A. D. one thousand eight hundred and twenty-six) to wit, B. C. one of the judges of the first district; D. E. one of the judges of the second district; E. F. one of the judges of the third district; G. H. one of the judges of the fourth district, &c. [one judge from each district, according to the number of districts in the county] being met together at the court-house of the said county, and having carefully examined the returns of the said several districts, and enumerated and added together the votes therein contained, do certify, that at the said election, the votes for governor appear to be as follows: viz.

For S. J. fifteen hundred votes - - 1500

For M. O. fourteen hundred and ten votes 1410

In testimony whereof, we have hereunto set our hands and seals, the tenth day of October, A. D. one thousand eight hundred and twenty-six.

B. C. [L. s.]

D. E. [L. s.]

E. F. [L. s.]

G. H. [L. s.]

Of Representatives in Congress.

To his excellency John Andrew Shulze, Governor of the Commonwealth of Pennsylvania:

We the subscribers, judges of the election held in the district composed of the counties of Dauphin, Cumberland, Mifflin, and Huntingdon, on the tenth

instant, (it being the second Tuesday in October, A. D. one thousand eight hundred and twenty-eight,) to wit, A. B. one of the judges of Dauphin county; C. D. one of the judges of Cumberland county; E. F. one of the judges of Mifflin county; and G. H. one of the judges of Huntingdon county, being met together at the house of James Robinson, in Mifflintown, in the county of Mifflin, and having compared and cast up the returns of the said several counties, do certify, that, at the said election the following named persons appear to have been duly elected representatives in the congress of the United States for the district aforesaid, to wit:

D. E. having five thousand five hundred votes, 5500

J. G. having four thousand five hundred votes, 4500

In testimony whereof, we have hereunto set our hands and seals, the tenth day of October, A. D. one thousand eight hundred and twenty-eight.

A. B. [L. s.]

C. D. [L. s.]

E. F. [L. s.]

G. H. [L. s.]

Such return (that is, where two or more counties compose a district) are, within the space of ten days after the election, to be delivered, by the judges, to the sheriff of the county in which they shall be convened, who shall, within thirty days after the election, deliver or safely transmit the same to the governor. The judges shall also cause a duplicate to be deposited in the prothonotary's office of some county.—*Laws of Pennsylvania.*

Of Senator.

To the Honourable the Senate of the Commonwealth of Pennsylvania:—

We the subscribers, judges of the election, held in the several districts of the county of Montgomery, on the tenth instant (it being the second Tuesday in October, A. D. one thousand eight hundred and twenty-eight) to wit, C. D. one of the judges of the first district; E. F., one of the judges of the second district; F. G., one of the judges of the third district; J. K., one of the judges of the fourth district, &c. [one judge from each district, according to the number of districts in the county] being met together at the court-house of the said county, and having carefully examined the returns of the said several districts, and enumerated and added together the votes therein contained, do certify, that, at the said election, the following named person appears to have been duly elected Senator for the said County, to wit:

Jonathan Roberts; he having one thousand five hundred votes 1500

In testimony whereof, we have hereunto set our hands and seals the tenth day of October, A. D. one thousand eight hundred and twenty-eight.

C. D. [L. s.]

E. F. [L. s.]

G. H. [L. s.]

J. K. [L. s.]

Another.

To the Honourable the senate of the Commonwealth of Pennsylvania:—

We the subscribers, judges, deputed from the counties of York and Aamds, to meet at the court-house in the town of Gettysburg, for the purpose of making a general and true return of senators for the district composed of the counties aforesaid, being met together at the said court-house, and having carefully examined and cast up the several county returns of the election held on Tuesday the tenth day of October instant, do certify, that at the said election, the following persons were duly elected Senators for the district aforesaid ; that is to say :—

B. C. he having fifteen hundred votes	-	1500
D. E. he having nine hundred votes	-	900

In testimony whereof, we have hereunto set our hands and seals, the tenth day of October, A. D. one thousand eight hundred and twenty-eight.

A. A. [L. s.]

B. G. [L. s.]

☞ This latter return applies, where two or more counties compose a district.

Of Representatives.

To the honourable the house of Representatives of the Commonwealth of Pennsylvania :—

We the subscribers, judges of the election held in the several districts of the county of Montgomery, on the tenth instant (it being the second Tuesday in October, A. D. one thousand eight hundred and twenty-eight) to wit, A. B., one of the judges of the first district ; C. D., one of the judges of the second

district; E. F., one of the judges of the third district, &c. [one judge from each district, according to the number of districts in the county] being met together at the court-house of the said county, and having carefully examined the returns of the said several districts, and enumerated and added together the votes therein contained, do certify, that at the said election, the following named persons, being the three highest in votes, appear to have been duly elected members of the house of representatives for the said county, to wit

M. N. having fifteen hundred votes	-	1500
O. P. having twelve hundred votes	-	1200
Q. R. having one thousand votes	-	1000

In testimony whereof, we have hereunto set our hands and seals, the tenth day of October, A. D. one thousand eight hundred and twenty-eight.

Of Sheriff.

To Calvin Blythe Esq. Secretary of the Commonwealth of Pennsylvania:—

We the subscribers, judges of the election held in the several districts of the county of Chester, on the tenth instant (it being the second Tuesday in October, A. D. one thousand eight hundred and twenty-eight) viz. C. D. one of the judges of the first district; E. F. one of the judges of the second district; G. H. one of the judges of the third district; J. K., one of the judges of the fourth district, &c. [one judge from each district, according to the number of districts in the county] being met together at the court-house of the said county, and having carefully examined the

returns of the said several districts, and enumerated and added together the votes therein contained, do certify, that at the said election, the following named persons, being highest in votes, appear to be duly elected sheriffs for the said county; viz;—

L. M. having sixteen hundred votes - 1600

N. O. having twelve hundred votes - 1200

In testimony whereof, we have hereunto set our hands and seals the tenth day of October, A. D. one thousand eight hundred and twenty-eight.

C. D. [L. s.]

E. F. [L. s.]

G. H. [L. s.]

J. K. [L. s.]

Of Coroner.

To Calvin Blythe Esq. Secretary of the Commonwealth of Pennsylvania.

We the subscribers, judges of the election held in the several districts of the county of Chester, on the tenth instant (it being the second Tuesday in October, A. D. one thousand eight hundred and twenty-eight) viz. A. B. one of the judges of the first district; C. D. one of the judges of the second district; E. F. one of the judges of the third district; G. H. one of the judges of the fourth district, &c. [one judge from each district, according to the number of districts in the county] being met together at the court-house of the said county, and having carefully examined the returns of the said several districts, and enumerated and added together the votes therein contained, do certify, that, at the said election, the following

named persons being highest in votes, appear to be duly elected coroners of the said county, viz :

A. A. having twenty-one hundred votes,	2100
C. A. having fifteen hundred votes,	- 1500

In testimony whereof, we have hereunto set our hands and seals the tenth day of October, A. D. one thousand eight hundred and twenty-eight.

A. B. [L. s.]

C. D. [L. s.]

E. F. [L. s.]

G. H. [L. s.]

Of Commissioner.

To James Greene Esquire, Clerk of the Court of Quarter Sessions of the county of Chester:

We the subscribers, judges of the election held in the several districts of the county of Chester, on the tenth instant (it being the second Tuesday in October, A. D. one thousand eight hundred and twenty-eight) viz. E. F. one of the judges of the first district; G. H. one of the judges of the second district; J. K. one of the judges of the third district [one judge from each district, according to the number of districts in the county] being met together at the court-house of the said county, and having carefully examined the returns of the said several districts, and enumerated and added together the votes therein contained, do certify, that, at the said election, the following person being highest in votes, was duly elected commissioner for the said county, viz :

M. N. having twelve hundred votes,	- 1200
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In testimony whereof, we have hereunto set our

hands and seals the tenth day of October, A. D. one thousand eight hundred and twenty-eight.

E. F. [L. s.]

G. H. [L. s.]

J. K. [L. s.]

Of Director of the Poor.

To James Greene Esquire, Clerk of the Quarter Sessions of the county of Chester :

We, the subscribers, judges of the election held in the several districts of the county of Chester, on the tenth instant (it being the second Tuesday in October, A. D. one thousand eight hundred and twenty eight) viz. P. Q. one of the judges of the first district; R. S. one of the judges of the second district; T. U. one of the judges of the third district, &c. [one judge from each district, according to the number of districts in the county] being met together at the court-house of the said county, and having carefully examined the returns of the said several districts, and enumerated and added together the votes therein contained, do certify, that, at the said election, F. F. was duly elected a director of the poor, and of the house of industry, for the said county, he having seven hundred and fifty-one votes.

In testimony whereof, we have hereunto set our hands and seals, the tenth day of October, A. D. one thousand eight hundred and twenty-eight.

P. Q. [L. s.]

R. S. [L. s.]

T. U. [L. s.]

Of Auditors.

To Jonathan Scattergood Esquire, Prothonotary of the county of Chester:

We the subscribers, judges of the election held in the several districts of the county of Chester, on the tenth instant (it being the second Tuesday in October, A. D. one thousand eight hundred and twenty eight) viz. B. C. one of the judges of the first district; D. E. one of the judges of the second district; F. G. one of the judges of the third district; H. I. one of the judges of the fourth district, &c. [one judge from each district, according to the number of districts in the county] being met together at the court-house of the said county, and having carefully examined the returns of the said several districts, and enumerated and added together the votes therein contained, do certify, that, at the said election, the following named persons, being the three highest in votes, were duly elected auditors for the said county, viz:

O. P. had eight hundred and fifty-one votes, 851

Q. R. had seven hundred and nineteen votes, 719

S. I. had six hundred and ten votes, - - 610

In testimony whereof, we have hereunto set our hands and seals, the tenth day of October, A. D. one thousand eight hundred and twenty-eight.

B. C. [L. s.]

D. E. [L. s.]

F. G. [L. s.]

H. I. [L. s.]

Of Electors.

To Calvin Blythe Esquire, Secretary of the Commonwealth of Pennsylvania:

We the subscribers, judges of the election held in the several districts of the county of Chester, on Friday, the — day of —, A. D. one thousand eight hundred and twenty-eight, viz. B. C. one of the judges of the first district; D. E. one of the judges of the second district, &c. [one judge from each district, according to the number of districts in the county,] being met together at the court-house of the said county, and having carefully examined the returns of the said several districts, and enumerated and added together the votes therein contained, do certify, that, at the said election, the votes for electors of a president and vice president of the United States, appear to be as follows, viz:

For K. L. fifteen hundred votes,	-	-	1500
M. N. twelve hundred votes,	-	-	1200
O. P. nine hundred and fifty-three votes,			953

In testimony whereof, we have hereunto set our hands and seals the — day of —, A. D. one thousand eight hundred and twenty-eight.

B. C. [L. s.]

D. E. [L. s.]

☞ The Monday next after the election [in Pennsylvania] the general return is to be made up, at the court-house: two copies are to be delivered to the prothonotary; one to be filed in his office, and the other, within two days afterwards, to be deposited in the nearest post-office, for the Secretary of the Com-

monwealth; a third copy is to be delivered to the Sheriff, who shall, within fourteen days after the election, by himself or his deputy, deliver the same to the governor.

EXCHANGE.

Of Lands in Fee.

THIS INDENTURE, made the ——— day of ——— between John Smith, of ———, of the one part, and James Black, of ———, of the other part, Witnesseth, that the said John Smith hath given and granted, and by these presents doth give and grant, unto the said James Black, one field or close of freehold land, called or known by the name of ———, &c. with all and every of their appurtenances, situated, lying, and being in ———, in the county of ———, for and in exchange of and for all the lands, tenements, and hereditaments of the said James Black, called or known by the name of ———, in ——— aforesaid, in the said county of ———. To have and to hold the said field or close ——— to the said James Black, his heirs and assigns for ever, for and in exchange of and for the said lands, tenements, and hereditaments, called ———, with the appurtenances: and the said John Smith doth covenant ——— viz: [to free from incumbrances] ———. And the said James Black, hath likewise, on his part, given and granted, and by these presents doth fully, freely, and absolutely give and grant, unto the said John Smith, his heirs

and assigns, all those lands, tenements, and hereditaments, aforesaid, with the appurtenances, called or known by the name of —, situated, lying, and being in — aforesaid, in the said county of —. To have and to hold the said lands, tenements, and hereditaments, &c. to the said John Smith, his heirs and assigns, for ever, for and in exchange of and for the said field or close of land —, &c. Provided always, nevertheless, and these are upon this condition, and it is the true intent and meaning of the parties hereunto, that if it shall happen that either of the said parties to these presents, their executors, administrators, or assigns, shall at any time hereafter during the said respective terms above granted, by colour or means of any former or other gift, grant, bargain, or sale, or otherwise howsoever, be ousted or evicted of and from the possession of either of the said messuages or tenements, and other the premises, so respectively granted in exchange, as aforesaid, or any part thereof, then and in such cases, these presents, and every matter and thing therein contained, shall be utterly void and of none effect, and then and thenceforth it shall and may be lawful to and for the party or parties so ousted or evicted, into his or their said former messuage or tenement and premises, with all and singular the appurtenances to re-enter, and the same to have again, repossess, and enjoy, as of his and their former estate or estates: any thing herein contained to the contrary thereto in any wise notwithstanding. In witness, &c.

GIFT.

Of Personal Estate.

KNOW ALL MEN by these presents, That I, John Young, of the borough of Wilmington, in the state of Delaware, merchant, for and in consideration of the natural love and affection which I bear unto my daughter Jane Young, and for her better preferment in marriage, and the increase of her portion, and also in consideration of the sum of one dollar to me in hand paid, by my said daughter Jane, at and before the sealing and delivery hereof, the receipt whereof I do hereby acknowledge, hath given, granted, bargained, and sold, and by these presents do give, grant, bargain, and sell unto my said daughter, Jane Young, all the goods and chattels following, to wit, &c. ——— [or all those goods and chattels mentioned and expressed in the schedule or writing hereunto annexed.] To have and to hold all and singular the premises, hereby given and granted unto the said Jane Young my daughter, her executors and administrators, for ever, as her and their own proper goods and chattels. In witness whereof, I have hereunto set my hand and seal this ——— day of

JOHN YOUNG.



Witness,

GRANT.

Of an Annuity or Rent Charge.

THIS INDENTURE, made the——, between George Wood, of ——, of the one part, and Peter Wood, of the same place, yeoman, father of the said George, of the other part, Witnesseth that the said George Wood, for divers good causes and considerations, and especially for and in consideration of the sum of one dollar, to him in hand paid, by the said Peter Wood, at and before the sealing and delivery hereof, the receipt whereof he doth hereby acknowledge, hath given, granted, and confirmed, and by these presents doth give, grant, and confirm unto the said Peter Wood, his executors, administrators, and assigns, one annuity, or yearly rent-charge, of five hundred dollars, lawful money of Pennsylvania, to be received, taken, had, and issuing out of all that messuage, &c. which the said Peter Wood, and Mary his wife, by deed indented under their hands and seals, bearing date the ——, granted unto the said George Wood, in fee, with all and singular the hereditaments and appurtenances thereunto belonging, and every part and parcel thereof: To have and to hold the said annuity or yearly rent-charge of five hundred dollars, unto the said Peter Wood, his executors, administrators, and assigns, for and during the natural life of the said Peter Wood and Mary his wife, the father and mother of the said George Wood, and the life of the survivor of them,

payable, and to be paid in and upon the first day of January, first day of April, first day of July, and first day of October, in each and every year, by even and equal portions; and if it shall happen, that the said annuity or yearly rent-charge of five hundred dollars, or any part thereof, shall be behind, and unpaid in part or in the whole, by the space of thirty days, next after any of the days or times of payment, whereon the same should, or of right ought to be paid as aforesaid, then and so often, and at all times thereafter, it shall and may be lawful to and for the said Peter Wood, his executors, administrators, and assigns, into the above premises, or into any part thereof, to enter, and distrain for the said annuity or rent-charge, and the distress and distresses, then and there found and taken, to take, lead, drive, carry away, and impound, and the same impounded to detain and keep, at the proper risk and charges of the said George Wood, his heirs and assigns, for the space of ten days: And if within the same space of ten days, payment and satisfaction of the said annuity or yearly rent-charge be not made, then, and at any time thereafter, the same distress and distresses to expose and sell by a public auction, or vendue, for the best price that may be gotten, and after the said annuity or yearly rent-charge, and the arrearages thereof, be fully paid and satisfied, together with the cost and charges thereabout, the overplus, if any be, to return to the said George Wood, his executors, administrators, or assigns. And the said George, for himself, his heirs, executors, and administrators, doth covenant, promise, grant, and agree, to and

with the said Peter Wood, his heirs, executors, administrators, and assigns, by these presents, That the said George Wood, his heirs and assigns, shall and will well and truly pay, or cause to be paid, unto the said Peter Wood, his executors, administrators, and assigns, the said annuity or yearly rent charge of five hundred dollars, above mentioned, in and upon the several days and times above mentioned, in manner and form above expressed, according to the true intent and meaning of these presents. Provided always nevertheless, That if the said George Wood, his heirs or assigns, shall and do allow, &c. [as in the bond for maintenance] then and in such case he the said George Wood, his heirs, executors, administrators, and assigns, shall pay or cause to be paid to the said Peter Wood, his executors, administrators, and assigns, the sum of six cents only [if demanded,] in and upon each of the days and times aforesaid, while the provisions and accommodations aforesaid, are duly found, given, and delivered, according to the true intent and meaning of these presents, in lieu and instead of the full quarterly payment of one hundred and twenty five dollars which shall then be due. In witness whereof, we have hereunto set our hands and seals this — day of —.

GEORGE WOOD.



Sealed and delivered }
in presence of }

A. B.

C. D.

PETER WOOD.



INDENTURE.

Of Apprenticeship.

THIS INDENTURE WITNESSETH, That Philip Moyer, of —, hath put and placed, and by these presents doth put and bind out his son Charles Moyer, and the said Charles Moyer doth hereby put, place, and bind out himself as an apprentice to Richard Peters, to learn the art, trade, or mystery of —. The said Charles Moyer, after the manner of an apprentice to dwell with and serve the said Richard Peters, from the day of the date hereof, until the — day of —, which will be in the year of our Lord — at which time the said apprentice, if he should be living, will be twenty-one years of age. During all which time or term, the said apprentice shall well and faithfully serve his said master; keep his secrets, and every where at all times readily obey his lawful commands; he shall do no damage to his said master, nor wilfully suffer any to be done by others, and if any to his knowledge be intended, he shall give his master seasonable notice thereof. He shall not waste the goods of his said master, nor lend them unlawfully to any; he shall not play at cards, dice, or any other unlawful game; he shall not contract matrimony during the said term; he shall not haunt or frequent taverns, tippling houses, or places of gaming; he shall not absent himself from the service of his said master; but in all things, and at all times, he shall carry and behave himself as a good and

faithful apprentice ought, during the whole time or term aforesaid.

And the said Richard Peters, on his part, doth hereby covenant, promise, and agree, to teach and instruct the said apprentice, or cause him to be taught and instructed to read and write, and cypher as far as the rule of three, if the said apprentice be capable to learn; and shall well and faithfully find and provide for the said apprentice, good and sufficient meat, drink, clothing, lodging, and other necessities fit and convenient for such an apprentice, during the term aforesaid, and at the expiration thereof, shall give unto the said apprentice, two suits of wearing apparel, one suitable for Sundays, and the other for working days.

IN TESTIMONY whereof, the said parties have hereunto interchangeably set their hands and seals the — day of — in the year —.

		P. M. [L. s.]
Signed, sealed, and delivered, }		C. M. [L. s.]
in the presence of us, }		R. P. [L. s.]
E. F.		
G. H.		

By Overseers of the Poor.

THIS INDENTURE WITNESSETH, That Adam Ryle and Paul Long, overseers of the poor of the township of — in the county of — have put and placed, and, by virtue of an act of assembly of this state, [of Pennsylvania,] entitled “an act for the relief of the poor,” do hereby, with the approbation and consent of Caleb Doyle and Edward Francis,

esquires, two of the justices of the peace for the said county, put and place, &c.

Of Servitude.

THIS INDENTURE WITNESSETH, That Anna Baker, aged about ten years, by and with the consent and advice of her mother Mary Ann Baker, of —, widow, and for and in consideration of the sum of — dollars, paid to the said mother by Charles Drew, of —, as also for other good causes, hath bound and put herself, and by these presents doth bind and put herself, servant to the said Charles Drew, to serve him, his executors, and assigns, from the day of the date hereof, for and during the full term of eight years, thence next ensuing, during all which term the said servant her said master, his executors or assigns, faithfully shall serve, and that honestly and obediently in all things, as a good and dutiful servant ought to do: And the said Charles Drew, his executors and assigns, during the said term, shall find and provide for the said Anna Baker sufficient meat, drink, apparel, lodging, and washing; and at the expiration thereof, shall give to her the customary freedom dues. In witness, &c.

INSOLVENTS.

Petition to give Bond.

To the honourable E. K. president judge of the Court of Common Pleas, of Philadelphia County, the
Petition of C. D. respectfully sheweth:—

That your petitioner is now in custody, under — issued by E. F. at the suit of G. H. That your petitioner has resided in the county of Philadelphia for six months immediately preceding this his application. Your petitioner therefore prays your Honour, that he may be permitted, in order to procure his discharge, to give bond to the plaintiff in said suit, in such penalty, and with such security, as your Honour may direct and approve, agreeably to the acts of assembly entitled, "A supplement to the act entitled an act for the relief of Insolvent Debtors, and the further supplement thereof;" and that on his complying with the provisions of the said acts, he may be discharged.

Affidavit of Surety.

Richard Roe, the surety proposed in the above case, being duly sworn [or affirmed,] says, that he is worth one hundred dollars after payment of all his debts and responsibilities whatsoever.

RICHARD ROE.

Sworn and subscribed before me, }
this first day of July, A. D. 1829. }

A. B.

One of the Aldermen of the city of Philadelphia.

N. B. The security should appear to be worth the penal sum in the bond, over and above the goods and chattels which by the laws of the several states, he is allowed to retain against his creditors, under an execution, or a distress for rent.

Bond.

KNOW ALL MEN BY THESE PRESENTS, That we, John Doe and Richard Roe, of the city of Philadelphia, merchants, are held and firmly bound unto Robert Fenn, of the said city, hatter, in the sum of one hundred dollars, lawful money of the United States of America, to be paid to the said Robert Fenn, his executors and administrators; to which payment well and truly to be made, we do bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, dated the first day of July, one thousand eight hundred and twenty-nine.

Whereas the above bounden John Doe hath been arrested in execution at the suit of the said Robert Fenn, for the sum of fifty dollars: And the said John Doe having made application to the Honourable Edward King, president judge of the court of Common Pleas of the county of Philadelphia, in compliance with the provisions of the Act of the General Assembly of the Commonwealth of Pennsylvania, passed the twenty-eighth of March, one thousand eight hundred and twenty, entitled "A supplement to the act entitled, A supplement to the act entitled an act for the relief of Insolvent debtors," passed the twenty-ninth of January, one thousand eight hundred and twenty, to give bond to the said Robert Fenn, with such security as should be required and approved by the said judge: And the said judge upon the said application, having required security in the sum of one hundred dollars, and having approved of the said Richard Roe as security for the said bond:

U

Now the condition of this obligation is such, that if the above bounden John Doe shall be and appear at the next court of Common Pleas for the county of Philadelphia, then and there to take the benefit of the insolvent laws of this Commonwealth, and to surrender himself to the gaol of the said county, if he fail to comply with all things required by law to entitle him to be discharged, and generally to abide all orders of the said court, then this obligation to be void, otherwise to remain in full force and virtue.

JOHN DOE.



RICHARD ROE.



Sealed and delivered in }
the presence of us, }

A. B.

C. D.

Discharge from Custody.

R. F. }
vs. } Before Alderman S. B.
J. D. }

Discharge the above named Defendant, he having given bond to the said Plaintiff, with surety approved by me, the subscriber, E. K. President Judge of the Court of Common Pleas for the City and County of Philadelphia, agreeably to the provisions of the act of assembly, passed the 29th of January, 1820, entitled "A Supplement to an act for the relief of Insolvent Debtors," and the supplement thereto, passed on the

28th of March 1820, on paying jail fees, if any due.—
Witness my hand, this ——— day of ——— A. D. 1830.

To the sheriff, constable, or other person, having
the defendant in custody.

Final Petition.

To the Honourable the Judges of the Court of
Common Pleas of Philadelphia County, the petition
of John Doe respectfully sheweth :

That your petitioner, by reason of sundry losses
and misfortunes, is now unable to pay and satisfy
his just debts, and therefore is compelled to apply to
your honourable court for the relief provided for
insolvent debtors, by the existing insolvent laws of
this Commonwealth ; that your petitioner has resided
within the county of Philadelphia six months imme-
diately preceding this his application, and is now
willing and offers to deliver up to the use of his
creditors, all his property, real, personal, and mixed,
to which he is in any manner entitled, a schedule
whereof, together with a list of his creditors, and the
nature and amount of their debts, as far as he can
ascertain the same, with a statement of his losses,
and the means whereby he became insolvent, are
exhibited with and annexed to this petition.

Your petitioner therefore applies to your honoura-
ble court, and prays that your honours will grant
him such relief as is prescribed by the existing insol-
vent laws of this Commonwealth

Affidavit.

John Doe, the above named petitioner being duly
[sworn or affirmed as the case may be] according to

law, saith, that the annexed schedule contains a just and true account of all the property, real, personal, and mixed, to which he is in any manner entitled; and that the list of his creditors, and the nature and amount of their debts, as far as he can ascertain the same, and the statement of his losses, and the means whereby he became insolvent, exhibited with and annexed to this petition, are likewise true, just, and correct, to the best of his knowledge and belief.

Sworn and subscribed before me, this twentieth day of June, A. D. 1829. J. S.

Schedule of all the Property, Real, Personal, and Mixed, to which the within-named Petitioner is in any manner entitled.

	Dolls.	Cts.
House in Second Street, value, - - - -	2500	00
Schooner Jane, now at sea, - - - -	1250	00
Old sails, ropes, and anchors, - - - -	75	00
Goods in store, - - - -	3210	00
Household furniture, valued at, - - - -	750	00
Good book debts, as per ledger, - - - -	2242	50
Doubtful ditto, - - - -	535	25
Bad ditto, - - - -	3420	12
Cash on hand, - - - -	15	37
	13998	24

List of the within-named Petitioner's Creditors, and the nature and amount of their debts as far as he can ascertain the same.

	Dolls.	Cts.
Bank of the United States, promissory note, -	4000	00
Bank of Pennsylvania, ditto, - - - -	2500	00
Stephen Girard, promissory note, - - - -	3500	00
John Simmones, for rigging, - - - -	350	00
James Stewart, biscuit, &c. - - - -	157	25
Samuel Jones, repairing schooner. - - - -	125	12
David Emlen, dry goods, - - - -	54	18
Simon Smart, groceries, - - - -	25	42
A. B., C. D., E. F., G. H., &c. &c. - - - -		

Statement of the within-named Petitioner's Losses, and the Means whereby he became Insolvent.

	Dolls.	Cts.
Lost by sugar and coffee, in the years 1827, 1828,	2550	00
“ by rum, in the years 1827, 1828, - - -	575	50
“ by bad debts, in four years, - - -	2242	50
House expenses, doctors' bills, &c. - - -	5124	37
Stock on hand, ... - - -	1200	00

Assignment.

For a valuable consideration, I hereby assign, transfer, and set over, unto John Denn and Richard Fenn, their heirs and assigns, all my estate, real, personal, and mixed, to which I am in any manner entitled, for the use of all my Creditors.

Witness my hand and seal, this second day of July, A. D. one thousand eight hundred and twenty-nine.

JOHN DOE.



Witnesses present

A. B.

C. D.

LETTER OF ATTORNEY.

General Form to recover Debts.

(1.)

KNOW ALL MEN BY THESE PRESENTS, That I, A. B. of the city of New Orleans, and state of Louisiana, merchant, have made, constituted, and appointed, and by these presents do make, constitute, and appoint, and in my place and stead put and depute, C. D. of the city aforesaid, merchant, my true and lawful

attorney, for me, and in my name, and for my use, to ask, demand, sue for, recover, and receive, all such sum or sums of money, debts, goods, wares, and other demands whatsoever, which is or shall be due, owing, payable and belonging to me, by any manner or means whatsoever, especially, &c. [Here state particularly what the attorney is required to execute.]

(2.)

Giving and granting unto my said attorney, by these presents, my full and whole power, strength, and authority, in and about the premises, to have, use, and take, all lawful ways and means, in my name, for the purposes aforesaid, and upon the receipt of any such debts, dues, or sums of money, [as the case may be] acquittances, or other sufficient discharges, for me, and in my name, to make, seal and deliver.

(3.)

And generally, all and every other act or acts thing or things, device and devices, in the law whatsoever, needful and necessary to be done in and about the premises, for me and in my name, to do, execute, and perform, as fully, largely, and amply, to all intents and purposes, as I myself might or could do, if personally present, and attorneys one or more under him, for the purpose aforesaid, to make and constitute, and again at pleasure to revoke.

(4.)

Hereby ratifying, allowing, and holding for firm and effectual, all and whatsoever my said attorney shall lawfully do in and about the premises, by virtue

hereof. In witness whereof, I have hereunto set my hand and seal, this first day of January, in the year of our Lord one thousand eight hundred and twenty-nine.

Letter of Substitution by Endorsement.

(5.)

Know all men by these presents, That I, C. D. named in the foregoing letter of attorney, have made, appointed, and substituted, and by these presents, by virtue of the power and authority to me given in and by the said letter of attorney,

(6.)

Do make, appoint, and substitute, E. F. of, &c. to be the true and lawful attorney of the said A. B. the constituent in the foregoing letter of attorney named, to do, execute, and perform, all such acts, deeds, matters, and things, as shall and may be requisite and necessary to be done and performed, for effecting the purposes and object in the said letter of attorney contained, as fully and effectually in all respects, and to all intents and purposes, as I myself might or could do in virtue of the power and authority aforesaid, if personally present, hereby ratifying and confirming all and whatsoever my said substitute may lawfully do in virtue hereof. In witness, &c.

General Letter of Substitution.

(7.)

To all people to whom these presents shall come: Whereas A. B. of the city of New Orleans, and state aforesaid, merchant, in and by a certain instrument of writing or letter of attorney, bearing date the first

day of January, one thousand eight hundred and twenty-nine, did make, constitute and appoint C. D. to, &c. [as in the original power,] as in and by the said letter of attorney, (recorded, or intended to be recorded, &c.) relation being thereunto had appears. Now know ye, That the said C. D. has made, appointed, substituted, and by these presents, by virtue of the power and authority given to him by the said recited letter of attorney, Doth make, appoint, and substitute, E. F. of, &c. [Conclude with No. 6.]

Letter of Revocation, &c.

(8.)

To all people to whom these presents shall come: Whereas I, A. B. of the city of New Orleans, and state of Louisiana, merchant, did heretofore, by a certain instrument in writing, or letter of attorney, empower C. D. of, &c. to be my attorney, in my name and for my use, to recover and receive all such moneys, debts, and effects whatsoever, as were due, owing, or payable unto me by, &c. [as in the power] And to do all other matters and things as fully as I myself might or could do for that purpose, &c. or to that or the like effect, as by the same writing, relation being thereunto had, at large appears. Now know ye, That I, the said A. B. for divers good causes and valuable considerations, Have revoked, recalled, countermanded, and made void, and by these presents do revoke, recal, countermand, and to all intents and purposes make null, void, and of none effect, the said recited writing, or letter of attorney, and all powers and authorities therein and

thereby given and granted; and all other matters and things therein, or in any of them contained; and all acts, matters, and things whatsoever, which shall or may be acted, done, or performed, by virtue or means thereof in any manner whatsoever: [Here conclude, In witness whereof, &c. But if another attorney is appointed, then continue as follows:]

And further know ye, that I, the said A. B. do by these presents, make, name, constitute, and appoint, and in my place and stead, put and depute I. S. of, &c. to be my true and lawful attorney irrevocable, for me and in my name, &c. [as in No 1, concluding with Nos. 2, 3, and 4.]

To Receive Dividend of Stock.

(9.)

Know all men by these presents, That I, A. B. of the city of Pittsburgh, and state of Pennsylvania, Blacksmith, do make, constitute, and appoint C. D. of the city of Washington, in the district of Columbia, esquire, my true and lawful attorney, for me and in my name to receive the dividends which are or shall be payable according to law, on all the stock standing in my name in the books of the treasury of the United States [or in the books of the Loan Office, or Bank of, &c. as the case may be] with the power also to make and substitute an attorney or attorneys under him for that purpose, and to do all lawful acts requisite for effecting the premises; hereby ratifying and confirming all that my said attorney or his substitutes shall lawfully do by virtue hereof. In witness, &c.

To Receive the back Pay of a Deceased Soldier.

(10.)

Know all men by these presents, That I, Mary Bond, administratrix of all and singular the goods and chattels, rights and credits, which were of Abel Bond, late a private in the fourth company and sixth regiment of infantry of the army of the United States, deceased, who died intestate, have made, constituted, and appointed, and by these presents do make, constitute, and appoint, John Wilson, of the county of Dauphin and state of Pennsylvania, esquire, my true and lawful attorney, for me and in my name and for my use, to ask, demand, and receive, from the proper officer of the United States authorized to settle and pay all such sum or sums of money or arrearages of pay due and coming unto my late husband, the said Abel Bond deceased, giving and granting unto my said attorney my whole strength and power in the premises, hereby ratifying and confirming all that my said attorney shall lawfully do by virtue hereof. In witness, &c.

To Receive a Legacy.

(11.)

To all people to whom these presents shall come: I, Daniel Brown, of, &c. and Sarah my wife (late Sarah Wilson,) one of the daughters and legatees, named in the last will and testament of Hugh Wilson, late of, &c. deceased, send greeting: Whereas, the said Hugh Wilson, in and by his last will and testament, bearing date the second day of February, A. D. 1829, did, amongst other things, give and bequeath

unto his said daughter, the sum of five hundred dollars, payable in six months after his decease [or did give and bequeath to her an equal share of his estate, as the case may be.] And of his said will appointed James Freeman executor, as in and by the said will duly proved, and remaining in the Register's office at Sunbury, in and for the county of Northumberland, relation being thereunto had, appears.

(12.)

Now know ye, That I, the said Daniel Brown and Sarah my wife, have made, constituted, and appointed, and by these presents do make, constitute, and appoint Charles Davis of the borough of Easton, in the county of Northampton, our true and lawful attorney, for us and in our names, and for our use, to ask, demand, sue for, recover, and receive, of and from the said James Freeman, executor as aforesaid, or in whose hands soever the same may be found, the said legacy or bequest mentioned in the said will, and also all such other sum or sums of money, debts, goods, wares, and demands whatsoever, which are or shall be due, owing, payable, and belonging to us by any means whatsoever, for or on account of her full share, part, or dividend of the estate aforesaid. Giving and granting, &c. [Conclude with Nos. 2, 3 and 4.]

To Convey Lands.

(13.)

Know all men by these presents, That I, A. B. of &c. have made, constituted, and appointed, and by these presents do make, constitute, and appoint, and

in my place and stead put and depute C. D. of, &c. my true and lawful attorney, for me, and in my name, place, and stead, to grant, bargain, and sell all that messuage, &c. [here describe the premises] with the appurtenances, and all my estate, right, title, and interest therein, unto such person or persons, and for such price or prices, as he shall think proper, and also for me and in my name, place, and stead, and as my proper act and deed, to sign, seal, deliver, and acknowledge, all such deed or deeds of conveyance, as shall be necessary for the absolute granting and assuring of the premises unto the purchaser or purchasers, in fee simple. Giving, &c. [Conclude with Nos. 2, 3, 4.]

To Acknowledge a Deed.

(14.)

Know all men by these presents, That I, the within named A. B. do hereby nominate and appoint C. D. E. F. and G. H., all of Baltimore county, in the state of Maryland, or any one of them, my true and lawful attorneys, for me and in my name to acknowledge the within deed, and the lands and tenements therein mentioned, to be the estate and property of the within named I. K. In witness, &c.

To acknowledge Satisfaction on a Mortgage.

(15.)

To all people to whom these presents shall come, C. D. of the city of Washington, and District of Columbia, merchant, sendeth greeting: Whereas A. B. of, &c. by indenture of mortgage under his hand and

seal, bearing date the first day of May, one thousand eight hundred and twenty-nine, for the better securing the payment of the sum five hundred dollars, with its interest, which he was justly indebted to the said C. D. on a certain obligation therein mentioned, did grant, bargain, sell, release, and confirm, unto the said C. D. and to his heirs and assigns, the premises in the said indenture particularly described: To hold the same until due satisfaction should be made for the said debt and interest, then the said indenture of mortgage to be null and void, as by the said recited indenture, recorded in the office for recording of deeds at Carlisle, in and for the county of Cumberland, in the state of Pennsylvania, in mortgage book A. page 120, relation being thereunto had, appears. And whereas the said A. B. hath fully satisfied and paid the said debt and interest: Therefore know ye, that the said C. D. hath made, constituted, and appointed, and by these presents doth make, constitute, and appoint E. F. of, &c. his true and lawful attorney, for him and in his name to appear in the office aforesaid, and there acknowledge and enter satisfaction in the margin of the record aforesaid, for the said debt and interest, in full discharge of the said mortgage and of the obligation therein recited: and for his so doing this shall be his sufficient warrant. In witness whereof, &c.

General Letter of Attorney before a Notary Public.

Know all men by these presents, that on the — day of —, in the year —, before me, Nathan Norris, notary public for the commonwealth of Penn-

W

sylvania, dwelling in Philadelphia; duly commissioned, and by law authorised to receive proof and acknowledgment of letters of attorney, and in presence of the witnesses hereafter named, personally came and appeared Henry Page, of Lancaster city, merchant; which said appearer declared to have made, ordained, nominated, and appointed, and by these presents doth make, ordain, nominate, and appoint; and in his place and stead put and depute Robert Black, of Downingtown, merchant, his true and lawful attorney, giving, and by these presents granting unto his said attorney full power and lawful authority for him the said constituent, in his name, to his use, and in his behalf, to ask, demand, sue for, and by all lawful ways and means, recover and receive, of and from all and every person and persons whatsoever, [or as the case may be] all such sum or sums of money, goods, wares, merchandises, debts, and effects whatsoever, as now is or are, or shall or may hereafter be, in his, her, their, or any of their hands, custody, or possession, due, owing, payable, or belonging unto him the said constituent, whether by bond, note, bill, book-debt, account, consignment, or for or by what other reason or means soever, none excepted or reserved, and to that end with whom it may concern to account, and to view, state, settle and adjust all accounts, and the balance thereof to receive, and upon the recovery and receipt in the premises, to give one or more acquittances or other sufficient discharges in due form of law; also if need be, to appear before all judges and justices, [if to go to Europe, say lords] in any court or courts,

there to do, say, pursue, implead, arrest, attach, and prosecute, as occasion shall be or require, also, to compound, compromise, conclude, and agree, for the same, by arbitration or otherwise, as his said attorney shall think fit, and generally in the premises to do, execute, and perform, all and whatsoever shall be requisite and necessary, in as full and ample manner, to all intents and purposes, as he the said constituent might or could do if personally present; also with power of substitution and revocation, he the said constituent hereby promising to ratify and hold for firm and valid, all and whatsoever his said attorney shall lawfully do by virtue hereof. In witness whereof, the said constituent hath hereunto set his hand and seal. Done and passed at Philadelphia, aforesaid, in presence of Otto James, and Charles Correy, witnesses.

H. P.



Sealed and delivered }
in the presence of }



In præmissorum fidem, N. P.

To two persons, but in case of the death, absence, or refusal, of both or either of them, then to another alone, or with either of them, that will act.

WE Thomas Hall and Edward Scott, of —, &c. empower Samuel Green and Charles Brown, of —, &c. jointly and either of them severally; and in case of the decease, absence, or refusal, of the

said Samuel Green and Charles Brown, or either of them, to act as our attorneys by virtue hereof, then we ordain, constitute, and empower John Gibbs, of New York, alone or together with either of them the said Samuel Green and Charles Brown, as shall be living and present there, and will act as our attorney, by virtue of these presents, jointly, or either of them severally, to be our true, &c. [as in the preceding forms, according to the powers delegated.]

From a Sailor to his wife, to receive his Wages, &c.

I, Thomas Rogers, mariner, do constitute and appoint my loving wife, Ann Rogers, my true and lawful attorney, for me, and in my name, and for my use, to ask, demand, and receive, of and from all and every person and persons whatsoever, as well all such sum and sums of money as now are, or which shall or may at any time hereafter become due and owing to me for wages, from any ship or ships to which I now do or may belong; as also all and other moneys now due, or to become due and owing to me by any other ways or means whatsoever; and upon non payment either of the whole or of any part of the said pay, I do hereby authorize and empower my said wife to bring a suit or suits in law, in my name, for the recovery thereof. In witness whereof I have hereunto set and affixed my hand and seal, this — day of, &c.

THOMAS ROGERS.



Witness

To receive Principal and Interest of the Public Debt.

KNOW ALL MEN by these presents, that I, George Cox, of —, do make, constitute, and appoint Joseph Rogers, of —, my true and lawful attorney, for me and in my name to receive the dividends which are or shall be payable according to law, on the [here describe the stock] standing in my name, in the books of the treasury of the United States [or the commissioner of the loans —, as the case may be] from the — day of — to the — day of —, with power also to make and substitute an attorney or attorneys under him for that purpose, and to do all lawful acts requisite for effecting the premises, hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do by virtue hereof. In witness whereof, &c.

Sealed and delivered }
in the presence of }

GEORGE COX.

*To receive Bank Stock, and to transfer the same.*

KNOW ALL MEN by these presents, that Benjamin Rawle of Columbia, in the state of Pennsylvania, and Sarah Rawle his wife (grand-daughter and administratrix of the goods and chattels, rights and credits of John White, farmer, deceased) have constituted and appointed, and by these presents do constitute and appoint Frederick Brown, of the city of Lancaster, and state aforesaid, to be their true and lawful attorney for them the said Benjamin Rawle and Sarah Rawle, and for each of them, and in their names, place, and stead, and to the use of the said

Benjamin Rawle, to ask and receive all dividends now due, or which shall hereafter accrue or grow due to the said Benjamin Rawle and Sarah Rawle, or either of them, from the president and directors of the Bank of North America, and upon the receipt thereof, or of any part thereof, to make and give acquittances or other sufficient discharges for the same; and also to assign and transfer the sum of one thousand dollars, of the stock of the said bank, and all and every other stock and stocks in the said bank of North America, which they the said Benjamin Rawle and Sarah Rawle, or either of them have or hath, or are or is entitled unto, or as she the said Sarah Rawle, as administratrix of her said late grandfather or otherwise, to the said Benjamin Rawle, or to such person or persons as the said Benjamin Rawle shall order and direct; and further to do, execute, perform, and finish all and singular the acts, matters, and things, which shall be expedient and necessary, touching and concerning the premises, as fully and effectually to all intents and purposes whatsoever, as they the said Benjamin Rawle and Sarah Rawle, or either of them, might or could do in or about the same being personally present, and whatsoever he the said Frederick Brown shall, &c.

LETTER OF CREDIT.

Lancaster, May 1st, 1829.

Messrs. Bryan & Thomas, Merchants, Philadelphia.

Gentlemen,

Please deliver to Mr. John Smith or to his order, *merchandise* to an amount not exceeding in value,

in the whole One Hundred Dollars, and on your so doing, I hereby, hold myself accountable to you for the payment of the same, in case Mr. John Smith should not be able so to do, or should make default, of which default you are required to give me reasonable and proper notice.—Your Obedient Servant,
AMOS SMITH.

LIEN.

Mechanic's Lien on Houses, &c. in Pennsylvania.

No debt, for work or materials, shall remain a lien on houses or other buildings longer than two years from the *commencement* of the building thereof, unless an action for the recovery of the same be instituted, or the claim filed, within six months *after performing the work or furnishing the materials*. Act of 17th March, 1806.

Where the above requisites are complied with, the lien is of indefinite duration. It is not a judgment, nor has it any resemblance to a judgment, except that it binds the buildings. The lien, therefore, is not subject to the limitation of five years, as judgments are, by the act of 1798, rendering a revival by *scire facias* necessary to continue its binding effect upon the lands of the defendant. 5 *Serg. & Rawle*, 45.

Form of Lien for Materials.

In the — Court for the — of —

A. B. }
 v. } Claim for — Dollars.
 C. D. }

A. B. of —, claims, in his own right, the sum of — dollars and — cents, against all that (here de-

scribe the property) for materials, to wit, found, furnished, and provided in and about the erection and construction of the said building or tenement, within six months last past, a bill or statement whereof is hereto annexed.

He therefore requires the Prothonotary of the said court of — for the — of —, to enter and record the above as a lien, as well against the building or tenement situated and described as aforesaid, as against C. D., owner or reputed owner thereof, agreeably to the provisions of the several acts of Assembly in such case made and provided.

A. B.

For Work and Labour.

In the — Court for the — of —

A. B.	}	Claim for — Dollars.
v.		
C. D.		

A. B. of —, claims, in his own right, the sum of — dollars and — cents, against all that (*here describe the premises*) for work and labour as a —, done performed, and bestowed, in and about the erection and construction of the said building or tenement, within six months last past, a bill or statement whereof is hereto annexed.

He therefore requires the Prothonotary of the said court of — for the — of —, to enter and record the above as a lien, as well against the building and tenement, situated and described as aforesaid, as against C. D. owner or reputed owner thereof, agreeably to the provisions of the several acts of Assembly in such case made and provided.

A. B. •

On Vessels.

Ships and vessels of all kinds, built, repaired, and fitted, within the state of Pennsylvania, are, by the Act of Assembly of the 27th of March, 1784, declared to be liable and chargeable for all debts contracted by the masters or owners thereof, for or by reason of any work done or materials found or provided, by any carpenter, blacksmith, mast-maker, boat-builder, block-maker, rope-maker, sail-maker, rigger, joiner, carver, plumber, painter, or ship-chandler, for the building, repairing, fitting, &c. such ship or vessel, in preference to any, and before any other debts due and owing by the owners thereof: and by the act of 5th March, 1819, the provisions of the aforesaid act are extended to coppersmiths, brass-founders, coopers and venders of sail-cloth.

A specification, or bill of particulars of the claim, is usually annexed and referred to in the libel. The amount of the required stipulations (which answer the term "bail" in common-law actions) is also marked upon the libel. The following is a sufficient form of libel; but as each case varies in its circumstances, no certain precedent can be given, applicable alike to all.—*Troubat & Haly's Penns. Practice, Vol. II. p. 342.*

To the Honourable J. B., President, and the Judges of the District Court of the City and County of Philadelphia. The bill and libel of A. B. of Kensington, Philadelphia County, ship carpenter, respectfully sheweth:

That on or about the — day of —, and during a month preceding, at the port of Philadelphia, in the county aforesaid, your libellant, at the special instance and request of one G. C. owner or reputed owner of the vessel hereinafter mentioned, furnished

materials, and performed work and labour in the repairing, fitting, furnishing, and equipping, of the brig or vessel, called the *Flora*, of Philadelphia of — tons and upwards, then lying at a wharf at Kensington aforesaid, where she still remains, not having proceeded to sea since the work done and materials furnished as aforesaid. That for his said labour and materials furnished there is due to your libellants the sum of — dollars as per bill of particulars hereto annexed. Wherefore your libellant prays, that the said brig, with her tackel, furniture, and apparel, may be attached, condemned, and sold by process of this honourable court for payment of the said sum due to him; and that the said owner, the captain, and all others concerned in the said vessel, may be warned to appear and show cause why the prayer of your petitioner should not be granted.

(Signed) T. S. proctor for Libellants.

A. B. being duly sworn, says that the facts stated in the foregoing petition or libel are true, to the best of his knowledge and belief.

(Signed)

A. B.

Sworn and subscribed before me, this — day of — A. D. —.

On the libel, you direct the prothonotary to issue attachment, and mention stipulations in a sufficient sum.

In order to avoid unnecessary labour and expense, the fourth section of the act enables all or any of the tradesmen to whom any ship or vessel is indebted for work or materials, or other articles furnished, to join in one libel for the recovery of all their debts in the same manner that mariners are permitted to join by

the usage of the admiralty.—*Troubat & Haly's Petris. Practice, Vol. II. p. 342-3.*

☞ In all cases of lien or attachment, it is advisable that the claimant or libellant employ an attorney.

MANUMISSION.

Of a Slave.

KNOW ALL MEN BY THESE PRESENTS, That I, George Randle, of Augusta, in the state of Georgia, for and in consideration of the sum of one dollar, to me in hand paid by Tobias, the receipt whereof I do hereby acknowledge, have given, granted, bargained, sold, aliened, released, and confirmed, and by these presents, do give, grant, bargain, sell, alien, release, and confirm unto the said Tobias, a negro boy called Samson (son of the said Tobias,) together with all the right, title, interest, claim, property, possession, and demand whatsoever, of me, my executors or administrators, of, in, and to the said negro Samson, to have and to hold the said negro Samson, and all and singular the premises above mentioned, unto him the said Tobias, and his assigns for ever. In witness, &c.

Another.

KNOW ALL MEN BY THESE PRESENTS, That I, Thomas Elliot, of the city of Charleston, in the state of South Carolina, from motives of benevolence and humanity, have manumitted, and hereby do manumit and set free from slavery, my negro girl Sally, aged

about seventeen years: On condition, however, that she do forthwith bind herself by indenture to serve me, my executors, administrators, or assigns, until she shall attain the age of twenty-eight years: And I do hereby give, grant, and release unto the said Sally, all my right, title, and claim, of, in, and to her person, labour, and service, and of, in, and to the estate and property which she may hereafter acquire or obtain; excepting only her service in manner and during the term above mentioned. In witness, &c.

MORTGAGE.

For securing the payment of Money due on a Bond.

THIS INDENTURE made the twentieth day of April, in the year of our Lord, one thousand eight hundred and twenty-eight, between Allen Sisty, of Middletown, in the county of ———, yeoman, of the one part, and John Black, of the city of Hartford, merchant, of the other part: Whereas the said Allen Sisty, in and by a certain obligation, or writing obligatory, under his hand and seal, bearing even date herewith, stands bound unto the said John Black, in the sum of one thousand dollars, conditioned for the payment of five hundred dollars, on the twentieth day of July next ensuing the date hereof, with lawful interest for the same, as in and by the said recited obligation and condition thereof, relation being thereunto had, more fully and at large appears. Now this indenture witnesseth, that the said Allen

Sisty, as well for and in consideration of the aforesaid debt or sum of five hundred dollars, and for the better securing the payment thereof, with its interest unto the said John Black, his executors, administrators, and assigns, in discharge of the said recited obligation, as of the further sum of one dollar, to him in hand paid by the said John Black, at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, released, and confirmed, and by these presents doth grant, bargain, sell, release, and confirm, unto the said John Black, his heirs and assigns, all that messuage, &c. together with all and singular the buildings, improvements, ways, woods, waters, water-courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever, thereunto belonging, or in any wise appertaining; and the reversions and remainders, rents, issues, and profits thereof: To have and to hold the said messuage, &c. hereditaments and premises hereby granted, or mentioned or intended so to be, with the appurtenances, unto the said John Black, his heirs and assigns, to the only proper use and behoof of the said John Black, his heirs and assigns for ever. Provided, always, nevertheless, that if the said Allen Sisty, his heirs executors, or administrators, shall and do well and truly pay, or cause to be paid unto the said John Black, his executors, administrators, or assigns, the aforesaid debt or sum of five hundred dollars, on the day and time herein before mentioned and appointed for payment thereof, with lawful interest for the same, according to the condition of the said recited obli-

of fifty dollars at and immediately after
N. widow of the said C. B. deceased,
the said N.'s share, in one other
of the said C. B. deceased, in
of the valuation money
for the payment thereof,
time aforesaid, being his
the other bond, in a similar
sum for which the said C. D.
some bound as aforesaid with the
fifteen hundred dollars, and being
debt or debts of the said A. B.
venture witnesseth, that the said A. B.
consideration of the sum of one dollar, to
and paid by the said C. D. and E. F. and
purpose of securing and indemnifying the said
D. and E. F. and each of their heirs, executors,
and administrators, for or on account of the surety-
ship aforesaid, hath granted, bargained, sold, released
and confirmed, and by these presents, doth grant,
bargain, sell, release, and confirm, unto the said C.
D. and E. F. and to their heirs and assigns, all that
messuage &c. [here describe the premises,] together
with all and singular the buildings, improvements,
ways, woods, waters, water-courses, rights, liberties,
privileges, hereditaments, and appurtenances, what-
soever, thereunto belonging, or in any wise apper-
taining; and the reversions and remainders, rents,
issues and profits thereof, To have and to hold the
said messuage, &c. hereditaments and premises,
hereby granted, or mentioned, or intended so to be,
with the appurtenances, unto the said C. D. his heirs

tion, without any fraud or further delay, and without any deduction, defalcation, or abatement, to be made of any thing for or in respect of any taxes, charges, or assessments whatsoever, then and from thenceforth, as well this present indenture, and the estate hereby granted, as the said recited obligation, shall cease, determine, and become absolutely null and void, to all intents and purposes, any thing herein before contained to the contrary, in any wise notwithstanding. In witness, &c.

Mortgage of Indemnity.

THIS INDENTURE, made the first day of June, A. D. one thousand eight hundred and twenty-nine, between A. B. of the one part, and C. D. and E. F. of the other part, Witnesseth, that whereas the real estate of C. B. late of, &c. deceased, father of the aforesaid A. B. has lately been valued, under a writ of partition or valuation, issued out of the Orphans' Court of the county of Philadelphia, aforesaid, at the sum of two thousand dollars, and has been adjudged to the aforesaid A. B. eldest son of the said C. B. deceased: And whereas the said C. D. and E. F. were approved by the court aforesaid as sureties of the said A. B. and have this day become bound with him in three bonds or writings obligatory, bearing even date herewith, to wit, in one bond to G. H. intermarried with N. (late N. B.) in the sum of five hundred dollars, lawful money of the United States, conditioned for the payment of two hundred dollars in like money, on or before the first day of January next ensuing the date thereof, and the

further sum of fifty dollars at and immediately after the decease of N. widow of the said C. B. deceased, the said sums being the said N.'s share, in one other bond to D. B. a son of the said C. B. deceased, in the same sum aforesaid, of the valuation money aforesaid; and conditioned for the payment thereof, in like manner, and at the time aforesaid, being his share, &c. [here mention the other bond, in a similar manner,] the whole sum for which the said C. D. and E. F. have become bound as aforesaid with the said A. B. being fifteen hundred dollars, and being also for the proper debt or debts of the said A. B. Now this Indenture witnesseth, that the said A. B. for and in consideration of the sum of one dollar, to him in hand paid by the said C. D. and E. F. and for the purpose of securing and indemnifying the said C. D. and E. F. and each of their heirs, executors, and administrators, for or on account of the suretyship aforesaid, hath granted, bargained, sold, released and confirmed, and by these presents, doth grant, bargain, sell, release, and confirm, unto the said C. D. and E. F. and to their heirs and assigns, all that messuage &c. [here describe the premises.] together with all and singular the buildings, improvements, ways, woods, waters, water-courses, rights, liberties, privileges, hereditaments, and appurtenances, whatsoever, thereunto belonging, or in any wise appertaining; and the reversions and remainders, rents, issues and profits thereof, To have and to hold the said messuage, &c. hereditaments and premises, hereby granted, or mentioned, or intended so to be, with the appurtenances, unto the said C. D. his heirs

and assigns to the only proper use and behoof of the said C. D. his heirs and assigns for ever. Provided always, nevertheless, that if the said A. B. his heirs, executors, administrators, or any of them, shall and do well and truly pay or cause to be paid unto the said G. H., D. B. &c. the said sums mentioned in the said bonds, [or notes, as the case may be,] or by other lawful means, save, keep harmless, and indemnified, the said C. D. and E. F. their heirs, executors, and administrators, from the payment of the said bonds, and all costs, damages, or charges, as sureties as aforesaid, [or as endorsers of the said note, as the case may be] then and from thenceforth, as well this present indenture and the estate hereby granted, as the said recited obligation, shall cease, determine, and become absolutely null and void, any thing herein contained, to the contrary notwithstanding. In witness whereof, &c.

To Secure Endorsers.

THIS INDENTURE, made, &c. [here insert the parties] Whereas the said C. D. and E. F. have endorsed for the said A. B. a certain promissory note for the sum of five hundred dollars, dated the first day of May last past, and payable three months after date, which is now discounted at the Bank of Maryland, in the city of Baltimore, and which said note it is contemplated to renew from time to time; and the said A. B. being desirous to secure and save the said C. D. and E. F. against all responsibility as endorsers of the note aforesaid, therefore this Indenture witnesseth, that the said A. B. as well for and in consi-

dération of securing the said endorsers from the payment of the note aforesaid, as the sum of one dollar to him in hand paid by the said C. D. and E. F. at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, released, and confirmed, and by these presents doth grant, bargain, release, and confirm, unto the said C. D. and E. F. their heirs and assigns, all that certain messuage, &c. [here describe the premises and recite the title.] Together with all and singular the buildings, improvements, ways, woods, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever, thereunto belonging, or in any wise appertaining; and the reversions and remainders, rents, issues, and profits thereof. To HAVE AND TO HOLD the said messuage, &c. hereditaments and premises hereby granted, or mentioned, or intended so to be, with the appurtenances, unto the said C. D. his heirs and assigns to the only proper use and behoof of the said C. D. his heirs and assigns, for ever. Provided, always, nevertheless, that if the said A. B. his heirs, executors, or administrators, shall and do well and truly pay, or cause to be paid, unto the said Bank, the aforesaid promissory note for five hundred dollars, on the day and time herein before mentioned, and appointed for payment thereof, or by other lawful means, save, keep harmless, and indemnified, the said C. D. and E. F. their heirs, executors, and administrators, from the payment of the said note, and all costs, damages, or charges, as sureties aforesaid, then and from thenceforth, as well this present.

indenture and the estate hereby granted, as the said recited obligation shall cease, determine, and become absolutely null and void, any thing herein contained to the contrary notwithstanding. In witness whereof, &c.

For continuing a Mortgage by Indorsement.

WHEREAS the within named Philip Green, hath advanced and lent unto the within named Isaac Wallace, the further sum of five hundred dollars, the receipt whereof the said Isaac Wallace doth hereby acknowledge, and thereupon the said Isaac Wallace hath entered into one bond or writing obligatory, under his hand and seal, bearing even date with these presents, to the said Philip Green, in the penal sum of one thousand dollars, in lawful money of the United States, with condition thereunder written, for making the same void, upon payment unto the said Philip Green, his executors, administrators, or assigns, of the sum of five hundred dollars, of like lawful money, with interest for the same, after the rate of —, on the — day of —, as in and by the said bond or writing obligatory, and the condition thereof, relation being thereunto had may more fully appear.

Now know ye, that as well for the better securing and more sure payment unto the said Philip Green, his executors, administrators and assigns, of the said further sum of five hundred dollars, and interest on the said — day of — next ensuing, according to the true intent and meaning of the said recited bond or obligation, he the said Isaac Wallace doth hereby

for himself, his heirs, executors, administrators, and assigns, covenant, promise, and agree, to and with the said Philip Green, his executors, administrators, and assigns, the messuages, &c. and all and singular other the premises, with the appurtenances, by the within written indenture of demise or mortgage, mentioned to be granted, bargained, sold, and demised, and every part and parcel thereof, shall stand chargeable, remain, continue, and be a security unto him the said Philip Green, his executors, administrators, and assigns, as well for the payment of the sum of five hundred dollars within mentioned, and the interest thereof, as also for the payment of the said further sum of five hundred dollars, now lent, and advanced as aforesaid, and the interest thereof; and that the said premises, or any part thereof shall not be redeemed or redeemable, either in law or equity until not only the said sum of five hundred dollars, before lent, and the interest thereof, but also the said sum of five hundred dollars, now lent, and the interest thereof shall be paid and satisfied, unto the said Philip Green, his executors, administrators, and assigns, according to the true intent and meaning of these presents.

In witness whereof, I have hereunto set my hand and affixed my seal, this — day of —.

ISAAC WALLACE.



PETITIONS.

To the Governor of a State.

To his excellency — Governor of the State of —. The petition of the subscribers, citizens of the borough of Norristown, in the county of Montgomery, respectfully sheweth: [Here state the subject matter petitioned for.] And your petitioners as in duty bound will pray, &c.

To the Congress of the United States.

To the honourable the Senate and House of Representatives of the United States of America, in Congress assembled: The petition, &c. [as above.]

To the Legislature of Pennsylvania.

To the honourable the Senate and House of Representatives of the Commonwealth of Pennsylvania, in General Assembly met: The petition, &c. [as above.]

To the Court for laying out a Road.

To the Honourable Edward King, esquire, president, and his associates, Judges of the court of Common Pleas, of the county of Philadelphia, now composing a court of General Quarter Sessions of the Peace, in and for the said county, at June sessions, one thousand eight hundred and twenty-nine: The petition of divers inhabitants of the township of Merriion, and parts adjacent, in the said county,

respectfully sheweth: That your petitioners labour under great inconveniences, for want of a road, beginning at a public road leading from —— to —— on the land of A. B. thence by the nearest and best route until it intersects a public road leading from —— to ——, on the land of C. D. in the said township: Your petitioners therefore respectfully pray your honours to appoint proper persons to view and lay out the same according to law. And they will pray, &c.

A. B.

C. D.

☞ Only the beginning and ending of a road is to be mentioned, and no intermediate point or points.

For Review of a Road.

To the honourable Edward King, esquire, president, and his associates, &c. [as before.]

That a road has been lately laid out by order of court from, &c. to, &c. which road, if confirmed by the court, will be very injurious to your petitioners, and burthensome to the inhabitants of the township through which the same runs. Your petitioners therefore respectfully pray your honours to appoint proper persons to review the said road, and parts adjacent, with instructions to make report to the court according to law. And they will pray, &c.

A. B.

C. D.

E. F.

G. H.

For Vacating a Road.

To the honourable Edward King, esquire, president, and his associates, &c. [as before.]

That a road has been long since laid out from, &c. to, &c. which road [or part of which road, beginning, &c.] your petitioners conceive is now become useless, inconvenient, and burthensome to the inhabitants thereabouts. Your petitioners therefore respectfully pray your honours that the said road may be vacated, according to the act of General Assembly in such case made and provided. And they will pray, &c.

A. B.

C. D.

E. F.

For Valuing Improved Lands.

To the honourable Edward King, esquire, president, and his associates, &c. [as before.]

That a public road or highway was lately laid out and opened through the improved lands of your petitioners. Your petitioners therefore respectfully pray your honours to appoint proper persons to view and adjudge the value of so much of their improved lands respectively, as is or may be taken up for the use of the said road. And they will pray, &c.

A. B.

C. D.

E. F.

Same on a Private Road.

To the honourable Edward King, esquire, president, and his associates, &c. [as before.]

That a private road has been lately laid out and opened, by order of the court, on the petition of A. B. &c. extending over the improved lands of your petitioners. Your petitioners therefore pray your honours to appoint proper persons to value their improved lands aforesaid, taken up for the use of the said road, and to settle and ascertain the proportions to be paid to them by the several persons for whose use the same is laid out. And they will pray, &c.

A. B.
C. D.
E. F.

For Erecting a Bridge.

To the honourable Edward King, esquire, president, and his associates, &c. [as before.]

That a bridge is much wanted to be erected over Frankford Creek, at the place where the public highway to Bristol crosses the said creek, in the township aforesaid, the ford there being frequently rendered impassable by means of ice and high waters, and that the probable expense of erecting and completing the said bridge will amount to one thousand dollars. Your petitioners therefore respectfully pray your honours to give the premises in charge to the grand inquest for the said county, that such further order thereon may be had as to your honours shall seem meet, agreeably to the act of Assembly in such case made and provided. And they will pray, &c.

COMMON MERCANTILE FORM.

\$ 100,00

Baltimore, March 1st, 1829.

*Three months after date, I promise to pay Messrs.
Anderson, Allen, & Co. or order, One Hundred Dollars,
without defalcation. Value Received.*

*James Sunderland,**Due 1/4 June.**No. ——— South St.*

With Interest.

\$ 100 00

Baltimore, March 1, 1829.

Sixty days after date, I promise to pay Mr. Peter Bell, or order, One Hundred Dollars, with interest from this date, until paid, without defalcation. Value Received.

JOHN DOE,
Market Street.

Due 30 April, 3 May.

On Demand.

\$ 100 00

Baltimore, March 1, 1829.

I promise to pay Mr. John Robinson, or order, on demand, One Hundred Dollars, without defalcation. Value Received.

RICHARD ROE,
South St.

☞ [Payment must be *demanded* before *suit*.]*Accommodation Note, to be discounted at a Bank.*

\$ 500 00

Philadelphia, March 1, 1829.

Sixty days after date, I promise to pay to the order of Jeremiah Simmons, Five Hundred Dollars, without defalcation. Value Received.

SAMUEL JAMES.

Credit the Drawer.

JEREMIAH SIMMONS.

Y

Note with Security.

§ 350 00

Boston, March 1, 1829.

We, or either of us, [or jointly and severally,] promise to pay to Philip Staunton, or order, on the twenty-second day of December next, Three Hundred and Fifty Dollars, with lawful interest, for value received.

JOHN DOE,
RICHARD ROE.

Judgment Note.

I promise to pay James Sullivan, of the city of Lexington, merchant, or order, the sum of five hundred dollars, with lawful interest, on the first day of December next ensuing, for value received. And further I do hereby empower any attorney of any of the courts of the city and county of Lexington, or of any other court of record of Kentucky, to confess judgment for the above sum and costs, with release of errors, &c. Witness my hand and seal this tenth day of May, A. D. one thousand eight hundred and twenty-nine.

ABNER JONES.



Sealed and delivered }
in presence of }
A. B.
C. D.

☞ The principal differences between a sealed note, and one without a seal, are, that the former must

be first paid in the settlement of a decedent's estate, and is not barred by the statute of limitations, which prevents the recovery of a simple contract debt, unless suit be brought, or a fresh promise of payment be made within six years from the time of sale, first promise, &c.

Q. A note may be transferred either before or after it is due. When taken after it is due, the assignee takes it subject to all the set-offs and equitable rights between the original parties, and must bring suit in the name of the assignor.

GENERAL FORM.

*Received, Natcher, the fourth day of May, A. D. 1829,
from Frederick Sevan; the sum of One Hundred Dollars, in
full for one Gig, sold by me to the said Frederick, and of all
demands.*

\$ 100,00.

Charles Robinson.

For Rent paid.

Received, Philadelphia, the fourth day of May, A. D. 1829, from Frederick Sevan, the sum of one hundred dollars, being the amount of one quarter's rent, of the dwelling-house No. 342, Arch Street, by me rented to him, due and ending the first instant.

\$ 100 00

CHARLES ROBINSON.

Another.

Received, Philadelphia, the tenth day of May, A. D. 1829, from Frederick Sevan, the sum of one hundred dollars, being the amount of the last quarter's rent of the house No. 457, North Second Street, due and ending this day, and by me rented to the said Frederick, as per agreement dated the first day of May, A. D. 1828, and in full of all demands.

\$ 100 00

CHARLES ROBINSON.

Another, Paid by a Third Person.

Received, Philadelphia, the fifteenth day of May, A. D. 1829, from Mr. Frederick Sevan, the sum of one hundred dollars, being the amount of one quarter's rent of a farm near Germantown, due and ending the first day of April last, and by me rented to his son Mr. Frederick Sevan, Junior.

\$ 100 00

CHARLES ROBINSON.

For Money Received from a Third Person.

Received, the first day of September, A. D. 1828, from Henry Williamson, by the hands of Thomas Johnson, the sum of two hundred dollars, in full

for sundry articles of merchandise, bought by the said Henry Williamson from me.

\$ 200 00 CHARLES ROBINSON.

For Money Received for the Use of Another.

Received, the first day of June, A. D. 1829, from Henry Williamson, the sum of one hundred and seventy-five dollars and twenty-five cents, in full for work done by James Riley for the said Henry Williamson.

\$ 175 25 CHARLES ROBINSON.

For Money Received in part of a Bond.

Received, the first day of June, A. D. 1829, from Henry Williamson, the sum of five thousand dollars, in part of a greater sum, due to me on bond by the said Henry Williamson.

\$ 500 00 CHARLES ROBINSON.

For Interest due on a Bond.

Received, Nashville, the twenty-third day of February, A. D. 1829, from Frederick Sevan, the sum of sixty dollars, in full for one year's interest, of one thousand dollars, due to me on the first day of January last, on bond, by the said Frederick Sevan.

C. R.

☞ Such payments on bond, ought also to be endorsed thereon.

For a Legacy.

Received, Nashville, the first day of May, A. D. 1829, from Frederick Sevan, executor of the last

will and testament of James Sevan, deceased, the sum of one thousand dollars, in full of a legacy bequeathed to me in and by the last will and testament of the said James Sevan, deceased.

\$1000 00

C. R.

The receipt for a legacy is generally accompanied by a refunding bond, for the form of which see index.

To an Administrator.

Received, Philadelphia, the first day of May, A. D. 1829, from John Thomas, administrator of the goods and chattels, rights and credits, of Samuel Johnson, late of Chesnut street, in the city aforesaid, deceased, the sum of five hundred dollars, in full for a debt due to me, in his life time, for goods sold and delivered to the said Samuel.

\$500 00

C. R.

Of a Promissory Note.

Received, Philadelphia, May nineteenth, A. D. 1829, from Richard Moore, his promissory note, payable to me or order three months after date, for three hundred and twenty-five dollars, sixty-two and a half cents, due to me for certain goods bought from me by the said Richard Moore, which when paid will be in full of all demands.

C. R.

For Money Received on a Purchase.

Know all men by these presents, That I, James Smith, of, &c. do hereby acknowledge myself, upon the day of the date hereof, to have received from John

Andrews, of, &c. the sum of — of lawful money &c. being the last payment and in full of — by him paid as the consideration of the purchase of a certain plantation and tract of land, situated, &c. by me the said James Smith, sold and conveyed to the said John Andrews. And of the said whole sum of — and of every part and parcel thereof, I the said James Smith, do by these presents, for me, my heirs, executors, and administrators, acquit and discharge the said John Andrews, his heirs, executors, and administrators, for ever. In witness, &c.

For an Order drawn upon a third person.

Received the — day of, &c. from James Small, an order drawn in my favour upon Conrad Jones, for the sum of — upon sight, which, when paid, will be in full of all demands I have against the said James.

For the consideration Money of a Conveyance.

Received the day and year within written, from the within named Thomas Crow, the sum of —, being the full consideration money within mentioned.

For Writings left in a person's Hands.

Received the — day of, &c. from Jackson White, of, &c. four several deeds, or conveyances; one of them purporting to be a lease of, &c. and made between, &c. another of them to be an assignment of the said lease, and made between, &c. &c. For which several deeds or writings, I hereby engage to be accountable and to re-deliver the same to the

said Jackson White, on demand. Witness my hand,
the day and year aforesaid.

RELEASE.

Release of all Demands.

(1.)

- KNOW ALL MEN by these presents, That I, Jonathan Bynam, of, &c. as well for and in consideration of the sum of one dollar, to me in hand paid by Daniel Bishop, of, &c. at and before the sealing and delivery hereof, the receipt whereof I do hereby acknowledge, as for divers other good causes and valuable considerations, have remised, released, quit-claimed, and for ever discharged, and by these presents, for me, my heirs, executors, and administrators, do remise, release, quit-claim, and for ever discharge, the said Daniel Bishop, his heirs, executors, and administrators, and every of them, of and from all, and all manner of action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specialities, covenants, contracts, agreements, promises, variances, damages, judgments, extents, executions, claims, and demands whatsoever, in law or equity, or otherwise howsoever, which against the said Daniel Bishop, I ever had, now have, or which I, my heirs, executors or administrators, hereafter can, shall or may have, for, upon or by reason of any matter, cause, or thing whatsoever, from the beginning of the world, to the day of the date of these presents. In witness whereof, &c.

To an Executor.

(2.)

Know all men by these presents, That we Henry Benson, of, &c. and Mary his wife, late Mary Miles, one of the daughters and legatees named in the will of William Miles, late of, &c. deceased, do hereby acknowledge, that we have this day had and received of and from David Jones, executor of the last will and testament of the said William Miles, deceased, the sum of three thousand dollars, in full satisfaction and payment of all such sum or sums of money, legacies, and bequests as are given and bequeathed to the said Mary, by the last will and testament aforesaid, and all interest accrued thereon.

(3.)

And therefore, the said Henry Benson and Mary his wife, do by these presents, release, acquit, and for ever discharge the said David Jones, his heirs, executors, and administrators, of and from the said legacy or legacies, and of and from all actions, suits, payments, accounts, reckonings, claims, and demands whatsoever, for or by reason thereof, or of any other act, matter, cause, or thing whatsoever, from the beginning of the world to the day of the date of these presents. In witness, &c.

To an Administrator.

(4.)

Know all men by these presents, That I, Samuel Wells, of, &c. one of the sons of Henry Williams, late of the township of Blockley, in the county of

Philadelphia and state of Pennsylvania, deceased, who died intestate, do hereby acknowledge, that I this day have had and received of and from Thomas Robinson, administrator of the estate of the said Henry Williams, deceased, the sum of two hundred dollars, in full satisfaction and payment of all such sum or sums of money, share or shares, purparts and dividends, which were due, owing, payable, and belonging to me, by any means whatsoever, for or on account of my full share, part, or dividend, of the real and personal [or personal, as the case may be] estate of my said father deceased. And therefore I, the said Samuel Wells, do by these presents, release, acquit, and for ever discharge the said Thomas Robinson, his heirs, executors, and administrators, of and from the said share or dividend of the estate aforesaid, and of and from all actions, &c. [Conclude as in No. 3.]

To Guardian.

(5.)

Know all men by these presents, That I, D. E. of, &c. spinster, having attained the age of twenty-one years, do hereby acknowledge, that I this day have had and received, of and from E. E. my guardian, duly appointed by the Orphans' Court of the said county of Philadelphia, the sum of five hundred dollars, together with the bond to him given by my brother, J. S. and his sureties, agreeably to the order of the said Court, in full satisfaction and payment of my share of the estate, real and personal, of my late father W. S. deceased, and therefore I do, by these presents, release, acquit, and for ever discharge the

said E. E. his heirs, executors, and administrators, of and from the said guardianship, and of and from the said legacy or legacies, &c. [Conclude as in No. 3.]

Of Dower by Endorsement.

(6.)

Know all men by these presents, That I, M. W. widow and relict of the within named H. W. deceased, for divers good causes and considerations, and especially for and in consideration of the sum of one dollar to me in hand paid by the within named C. D. at and before the sealing and delivery hereof, the receipt whereof I do hereby acknowledge, have remised, released, and for ever quit claimed, and by these presents do remise, release, and for ever quit claim, unto the said C. D. and to his heirs and assigns, all and all manner of dower, and right and title of dower, and other interest, right, or title whatsoever, which I the said M. W. now have, may, might, should, or of right ought to have, or claim of, in, to, or out of all that the within mentioned messuage, &c. granted to the said C. D. and every part and parcel thereof with the appurtenances: And also all manner of action and actions, writs and writs of dower, or other actions and right to making distress whatsoever, so that neither I, the said M. W. nor any other person or persons whatsoever, for me, or in my name, right, or stead, any manner of dower, or writs of dower, or actions, right or title of dower, or other interest, claim or demand whatsoever, of or in the said messuage, &c. hereditaments and premises within mentioned, or of or in any part or parcel

thereof, at any time hereafter, shall or may have, claim, or prosecute against the said C. D. his heirs or assigns. In witness, &c.

REPORT.

Return of a Road.

To the honourable, the Judges within named.

We, the persons appointed by the within order of court, to view and lay out the road therein mentioned, having first been duly sworn according to law, Do Report, That, in pursuance of the said order, we have viewed, laid out, and return for public use, the following road viz: Beginning [here describe the courses and distances] a draft whereof is heretofore annexed. Witness our hands the fourth day of August, A. D. 1828.

A. B.

C. D.

E. F.

Report against it.

To the honourable the judges within named.

We, the subscribers, having been first duly sworn according to law, Do Report, That, in pursuance of the within order of court, we have viewed the place where the road within mentioned is requested, and are of opinion that there is no necessity to lay out the same. Witness, &c.

A. B.

C. D.

E. F.

On Order for Vacating, &c.

To the honourable the judges within named.

We, the subscribers, appointed by the within order of court, to view the road therein mentioned, having first been duly sworn according to law, Do Report, That, in pursuance of the said order, we have viewed the said road, and that the same is, in our opinion, useless, inconvenient, and burthensome [or, That, in our opinion, there is no cause for vacating the same.]
Witness, &c.

A. B.

C. D.

E. F.

Of Persons appointed to Value, &c.

To the honourable the judges within named.

We, the subscribers, appointed by the within order of court to view and adjudge the value of so much of the improved lands of Andrew Bell, as are taken up by the road therein mentioned, having first been duly sworn according to law, Do Report, That, in pursuance of the said order, we have viewed the improved lands taken up by the road therein mentioned, and do value and adjudge the loss thereby occasioned to the within named Andrew Bell, at the sum of —, and the loss thereby occasioned to Caleb Drew, at the sum of —, respectively. Witness, &c.

RENUNCIATION.

KNOW ALL MEN by these presents, That I, Jane Williamson, of the city of Vandalia, widow, [execu-

trix named in the last will and testament] of Samuel Williamson, late of the same place, bricklayer, deceased, have renounced, released, and for ever quit-claimed, and by these presents do renounce, release, and for ever quit-claim, all my right and title [to the said executorship, and] to the administration of the goods and chattels, rights and credits whatsoever, which were of the said deceased, and desire that the same may be committed to my son Thomas Williamson, or to such person or persons as may be entitled thereto. In witness, &c.

WILL.

I, Jonathan Francis Smith, of the city of St. Louis, hatter, do make and publish this my last will and testament, hereby revoking and making void all former wills by me at any time heretofore made: And first, I direct that my body be decently interred in the burying ground of the episcopal church of St. Peter's, in the said city, according to the rites and ceremonies of the said church, and that my funeral be conducted in a manner corresponding with my estate and situation in life: And as to such worldly estate as it hath pleased God to intrust me with, I dispose of the same as follows: First, I direct that all my debts and funeral expenses be paid as soon after my decease as possible, out of the first moneys that shall come into the hands of my executors, from any portion of my estate, real or personal: Also, I direct that a fair valuation or appraisement be made,

by three judicious neighbours, of all my said estate, including my household furniture, and after being signed with their names, that a copy of the same shall be given by them to each of my executors: Also, I direct that all my stock in trade be sold by public auction, for good current money, but not upon credit; and that all the real estate of which I shall die seised or possessed, shall be sold by my executors, for its reasonable value, for like current money, or on such credit, and the amount thereof secured in such manner, as is usual in like cases to insure the full and punctual payment thereof: And to effectuate this my intention, I do hereby vest in my executors full power and authority to dispose of my real estate, in fee simple, or for a term of years, or otherwise in as full and large a manner, in every respect, as I could myself do, if living: Also, I do direct that the whole of my household furniture [excepting such articles hereafter bequeathed to my several children, as the case may be] shall be and remain the absolute property of my beloved wife, if she shall be living at the time of my decease; but if she shall not survive me, then that the same shall be given absolutely to such of my daughters, then unmarried, as shall be then living, share and share alike, and to be apportioned by three impartial neighbours, mutually chosen by my said daughters for that purpose: Also, I do direct that the nett produce of my personal estate, heretofore ordered by me to be disposed of, be divided equally, as soon as it can be done, share and share alike, amongst my said wife, and my several children who shall survive me; and that the produce

of the real estate, if sold on credit, shall be divided in like manner, as soon as it shall come into the hands of my executors; the heirs or representatives of any of my children, who shall have died between the time of my decease and the time of such division or distribution, to be entitled to such share or shares as their respective ancestors would have been entitled to receive, if then living; and the share of my real and personal estate, thus bequeathed to my wife, to be in lieu of her dower at common law, if she shall so elect. And I do hereby make and ordain my esteemed neighbours, John Williamson and James Richards, executors of this my last will and testament: In witness whereof, I, Jonathan Francis Smith, the testator, have to this my will, written on one sheet of paper, set my hand and seal, this first day of June, in the year of our Lord one thousand eight hundred and twenty-nine.

JONATHAN F. SMITH.



Signed, sealed, and delivered, in the presence of us,
who have subscribed in the presence of each other.

A. B.

C. D.

E. F.

Clause as to Guardianship of Children.

And in case I shall leave any child or children, living at the time of my decease, my will is, and I do appoint, that my said dear wife shall have the guardianship and tuition of them during their minority so long as she shall continue to be sole; and, in case

of her death or marriage, during the minority of such my children, Then I will and appoint that my much esteemed and loving friend John Williamson shall have the tuition and guardianship of them, during such their minority: And in case of his refusal, renunciation, or decease, I will that my other executor, James Richards, shall exercise the said guardianship; and I earnestly entreat their utmost care, respectively, in and about the morals and education of my children, if any such shall happen to be, and to survive me; and desire that they may be brought up and instructed in the doctrines and religion of the ——— church.

✎ For another form of the above clause, see Appointment, page 55.

Clause concerning disputes about any gift or bequest in a Will.

And lastly my express will and desire is, and I do hereby order and appoint, that if any difference or dispute, question, or controversy, shall arise or happen, concerning any gift, bequest or other matter or thing, in this my will, given and bequeathed, expressed or contained, that then no suit or suits, in law or equity, or otherwise, shall be brought, commenced, or prosecuted, for and concerning the same, but the same shall be referred wholly to the award, order, and determination, of my esteemed neighbours, Daniel Williams and Israel Birkman, (with power for them to choose an umpire,) and, if they or either of my said neighbours, shall, from any cause, not be able or willing to act in the premises, then I do direct,

that my eldest son and eldest daughter shall each appoint an arbitrator or arbitrators, in the place and stead of either or both of my esteemed neighbours, Daniel Williams and Israel Birkman, with the same power of choosing an umpire ; and what the said arbitrators (or if an umpire be appointed, what a majority of the said arbitrators) shall order, direct, or determine therein, shall be binding and conclusive, to and on all and every person and persons therein concerned.

Proviso in a will, that if a daughter marry without consent, her portion not to be paid to her, but only the interest, and the principal to be equally divided amongst her children.

Provided also, and my further will is, that in case both or either of my said daughters shall, before their respective ages of twenty-one years, intermarry with any person or persons, against or without the consent of my said wife, if then living, but if dead, without the consent or approbation of my said executors, or the survivor of them, (such consent as aforesaid, to be testified by writing under the hands and seals of my said wife, or of my said executors,) then and in such case, only the interest after the rate of six dollars per cent, of such daughter or daughters' portion or portions, so marrying without such consent as aforesaid, shall be paid to her or them during her or their respective lives, for her or their sole and separate use and benefit, exclusive of any husband ; and that upon the death of such daughter or daughters, marrying without such consent as aforesaid, the portion or por-

tions so given or intended for such daughter or daughters, shall go and be paid to and for the use and benefit of all and every the child or children of such daughter so marrying without such consent as aforesaid; the same to be equally divided to and amongst them, share and share alike (if more than one) and to be paid to such child or children, at his, her, or their respective age or ages of twenty one years, or day or days of marriage, which shall first happen; together with interest for the same at the rate aforesaid, from the time of their respective mother's death, until the same become payable and paid; any thing, &c.

A general form of a Codicil to a Will, where only some few additional Legacies are given.

Whereas I, A. B. of —, having made and duly executed my last will and testament, in writing, bearing date, &c. Now I do hereby declare this present writing to be as a codicil to my said will, and direct the same to be annexed thereto, and taken as part thereof: And I do hereby give, bequeath, &c. In witness whereof, I the said A. B. have to this codicil, set my hand and seal, this — day of —.

Another general form of a Codicil to a Will, where several Legacies are revoked.

Whereas I, A. B. of —, have, by my last will and testament, in writing, duly executed, bearing date, &c. given and bequeathed to, &c. Now I, the said A. B. being desirous of altering my said will in respect to the said legacies, do therefore make this present writing, which I will and direct to be annexed

as a codicil to my said will, and taken as a part thereof; and I do hereby revoke the said legacies by my said will given to —, and I do give to each of them the said — and — the sum of — only; and I give unto, &c. And I do ratify and confirm my said will in every thing, except where the same is hereby revoked and altered as aforesaid. In witness, &c.

A Nuncupative Will, committed to Writing.

T. B. his will by word of mouth, made and declared by him on the — day of —, in the presence of us, who have hereunto subscribed our names as witnesses hereto: My will is that, &c.

[The very words]

J. G.

R. S.

F. G.

Conclusion and Attestation of a Will written on several sheets.

I do hereby make, ordain, constitute, and appoint A. B. and C. D. executors of this my last will and testament, hereby revoking all former wills, by me at any time heretofore made, and do declare this to be my last will and testament. In witness whereof, I, the said J. S. have to this my last will and testament, contained in this and the four preceding sheets (or skins of parchment) set my hand and seal, to wit, my hand to the bottom of each of the said four sheets (or skins) and my hand and seal to this last sheet (or skin) and my seal at the top of the said sheets (or skins) where all the said sheets (or skins) are fixed.

together, this — day of —, one thousand eight hundred and twenty-nine.

The writing contained in this and the four preceding sheets (or skins) was signed and sealed by the above named T. S. and by him published and declared as and for his last will and testament, in the presence of us, who have hereunto subscribed our names in his presence, and in the presence of each other.

N. S.
T. B.
G. H.

Common Form of Attestation.

Signed, sealed, published, and declared, by the above named T. S. as and for his last will and testament, in the presence of us, who have hereunto subscribed our names as witnesses thereto, in the presence of the said testator, and in the presence of each other.

C. D.
E. F.
G. H.

Attestation of a Codicil.

Signed, sealed, and published, by the said M. B., of N., as and for a codicil to be added to and be considered as a part of her last will and testament, in the presence of us, who have subscribed our names in her presence.

R. S.
Z. B.
R. T.

Wills are divided into two sorts,—*written*, and *verba*, or *nuncupative*.

Wills *devising lands* require, in England, and in several of the States, three witnesses of their execution, and delivery or publication. In Pennsylvania, two witnesses are sufficient.

It is not necessary that a will, devising real estate, in Pennsylvania, should be sealed; nor that all the subscribing witnesses should prove the execution; nor that the proof of the will should be made by those who subscribed as witnesses; nor that the will should be subscribed by the witnesses. 1 *Dallas* 94. 2 *Binney*, 414.

Two witnesses are necessary to the proof of every will in Pennsylvania, whether it dispose of real or personal estate. 1 *Dallas*, 286.

But it is not necessary, in Pennsylvania, that the witnesses should swear they were present, and saw it executed. If the will be executed by the testator himself, his hand writing may be proved by two witnesses; and, if the subscribing witnesses are dead, or out of the jurisdiction of the court, their hand-writing may be proved. 1 *Smith*, 39, 40. 2 *Binney*, 414. 1 *Serg. Rawle*, 256.

A testament of *chattels*, according to the English law, and the law of the several States, written in the testator's own hand, though it has neither his name nor seal to it, nor witnesses present at its publication, is good; provided sufficient proof can be had that it is his handwriting: And, though written in another man's hand, and never signed by the testator, yet, if proved to be according to his instructions, and approved by him, it has been held a good testament of the *personal* estate. Yet it is the safest and more prudent way, to be signed or sealed by the testator, and published in the presence of witnesses. 2 *Bl. Com.* 501, 502.

As *nuncupative* wills (which were formerly more in use than at present, when the art of writing is become more universal) are liable to great impositions, and may occasion many perjuries, the statute of frauds, 29 Charles II. c. 3, has laid them under many restrictions; except when made by mariners at sea, and soldiers in actual service. As to all other persons, it enacts, 1. That no written will shall be revoked or altered by a subsequent nuncupative one, except the same be, in the lifetime of the testator, reduced to writing, and read over to him, and approved; and unless the same be proved to be so done by the oaths of three witnesses, at the least. 2. That no nuncupative will shall be good, where the estate bequeathed exceeds thirty pounds, unless proved by three such witnesses, present at the making thereof; and unless they, or some of them were specially required to bear witness ~~thereon~~, by the

testator himself; and unless it were made in his *last sickness*, in his own habitation or dwelling-house, or where he had previously been resident ten days, at the least, except he be surprised with sickness on a journey, or from home, and dies without returning to his dwelling. 3. That no nuncupative will shall be proved, by the witnesses, after six months from the making, unless it were put in writing within six days. Nor shall it be proved till fourteen days after the death of the testator, nor until process has first issued, to call in the widow, or next of kin, to contest it, if they think proper. *Id.* 500.

The legislature of Pennsylvania has re-enacted the chief provisions of the above statute, with the following variation, viz. that *two* witnesses are sufficient to prove a nuncupative will.

Any provision made in a will for the wife, will not prevent her having dower also, unless it be declared to be in lieu of dower.

Lands purchased, after making a will, do not pass by it, unless it be republished; that is, unless it be re-delivered in presence of the requisite number of witnesses; nor will *after-born children* receive any benefit from it, unless they are provided for by a codicil.

But, in Pennsylvania, an equitable provision has been made, by which, if any person after making a will, shall marry or have a child or children, not provided for in such will, and die, leaving a widow and child, or either widow or child, although such child or children be born after the death of their father, every such person shall be construed to have died intestate, and the widow, &c. shall be entitled to the same share as if the testator had actually died without having made a will. Act of 19th April, 1794.

THE END.

